



महाराष्ट्र शासन राजपत्र

भाग एक-ल

वर्ष २, अंक ५२] गुरुवार ते बुधवार, डिसेंबर २९, २०१६-जानेवारी ४, २०१७ /पौष ८-१४, शके १९३८ [पृष्ठे ७३, किंमत : रुपये २३.००

प्राधिकृत प्रकाशन

(केंद्रीय) औद्योगिक विवाद अधिनियम व मुंबई औद्योगिक संबंध अधिनियम यांखालील
(भाग एक, चार-अ, चार-ब आणि चार-क यांमध्ये प्रसिद्ध केलेल्या अधिसूचना, आदेश व निवाडे यांव्यतिरिक्त)
अधिसूचना, आदेश व निवाडे.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. प्र. ज. मोडक, न्यायाधीश, कामगार न्यायालय, चंद्रपूर यांचा दिनांक १४ मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७०८.—श्री. प्र. ज. मोडक, न्यायाधीश, कामगार न्यायालय, चंद्रपूर यांना त्यांच्या दिनांक १४ मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १६ मे २०१२ ते दिनांक २३ मे २०१२ पर्यंत ८ दिवसांची अर्जित रजा, मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. प्र. ज. मोडक हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, चंद्रपूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. प्र. ज. मोडक हे न्यायाधीश, कामगार न्यायालय, चंद्रपूर या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. शं. बा. पवार, न्यायाधीश, कामगार न्यायालय, अमरावती यांचा दिनांक ३० एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७०९.—श्री. शं. बा. पवार, न्यायाधीश, कामगार न्यायालय, अमरावती यांना त्यांच्या दिनांक ३० एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २ मे २०१२ ते दिनांक ५ मे २०१२ पर्यंत एकूण ४ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १ मे २०१२ व रजेच्या पुढे दिनांक ६ मे २०१२ हे सुट्टीचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. शं. बा. पवार हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, अमरावती या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. शं. बा. पवार हे न्यायाधीश, कामगार न्यायालय, अमरावती या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती पी. पी. नन्नवरे, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक २१ एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७१०.—श्रीमती पी. पी. नन्नवरे, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक २१ एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २ मे २०१२ ते दिनांक ८ मे २०१२ पर्यंत एकूण ७ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १ मे २०१२ च्या सर्वजनिक सुट्टीसह मंजूर करण्यात आली आहे.

श्रीमती पी. पी. नन्नवरे ह्या रजेवर गेल्या नसत्या तर त्यांची सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती पी. पी. नन्नवरे ह्या सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ता. वि. लामकाने, उप प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक ५ मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७१३.—श्री. ता. वि. लामकाने, उप प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक ५ मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ३ मे २०१२ ते दिनांक ४ मे २०१२ पर्यंत एकूण २ दिवसांची परिवर्तीत रजा मंजूर करण्यात येत आहे.

श्री. ता. वि. लामकाने हे रजेवर गेले नसते तर त्यांची उप प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ता. वि. लामकाने हे उप प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. सी. आर. पाटील, कनिष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, पुणे यांचा दिनांक ६ एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७१४.—श्री. सी. आर. पाटील, कनिष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, पुणे यांना त्यांच्या दिनांक ६ एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १९ मार्च २०१२ ते २२ मार्च २०१२ या ४ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १८ मार्च २०१२ व रजेच्या पुढे दिनांक २३, २४ व २५ मार्च २०१२ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. सी. आर. पाटील, हे रजेवर गेले नसते तर त्यांची कनिष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, पुणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. सी. आर. पाटील, हे कनिष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, पुणे या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. प्र. मा. खंबायते, न्यायाधीश, कामगार न्यायालय, सातारा यांचा दिनांक २५ एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७१५.—श्री. प्र. मा. खंबायते, न्यायाधीश, कामगार न्यायालय, सातारा यांना त्यांच्या दिनांक २५ एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २५ एप्रिल २०१२ ते दिनांक २७ एप्रिल २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २८ व २९ एप्रिल २०१२ हे सुट्टीचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. प्र. मा. खंबायते हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, सातारा या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. प्र. मा. खंबायते, न्यायाधीश, कामगार न्यायालय, सातारा या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. एस. काझी, न्यायाधीश, कामगार न्यायालय, सांगली यांचा दिनांक ७ एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७१६.—श्री. ए. एस. काझी, न्यायाधीश, कामगार न्यायालय, सांगली यांना त्यांच्या दिनांक ७ एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १० एप्रिल २०१२ ते दिनांक १३ एप्रिल २०१२ पर्यंत एकूण ४ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक १४ व १५ एप्रिल २०१२ हे सुट्टीचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. ए. एस. काझी हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, सांगली या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. एस. काझी हे न्यायाधीश, कामगार न्यायालय, सांगली या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. एस. काझी, न्यायाधीश, कामगार न्यायालय, सांगली यांचा दिनांक ३ मार्च २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७१७.—श्री. ए. एस. काझी, न्यायाधीश, कामगार न्यायालय, सांगली यांना त्यांच्या दिनांक ३ मार्च २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २७ फेब्रुवारी २०१२ ते दिनांक २९ फेब्रुवारी २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २५ व २६ फेब्रुवारी २०१२ हे सुट्टीचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. ए. एस. काझी हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, सांगली या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. एस. काझी हे न्यायाधीश, कामगार न्यायालय, सांगली या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ई. एन. काझी, सदस्य, औद्योगिक न्यायालय, अकोला यांचा दिनांक ५ मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७१८.—श्री. ई. एन. काझी, सदस्य, औद्योगिक न्यायालय, अकोला यांना त्यांच्या दिनांक ५ मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २ मे २०१२ ते दिनांक ४ मे २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १ मे २०१२ ची सुट्टी जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. ई. एन. काझी हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, अकोला या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ई. एन. काझी हे सदस्य, औद्योगिक न्यायालय, अकोला या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. डी. एच. देशमुख, प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे यांचा दिनांक २ मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७१९.—श्री. डी. एच. देशमुख, प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे यांना त्यांच्या दिनांक २ मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २० एप्रिल २०१२ ते दिनांक ३० एप्रिल २०१२ पर्यंत एकूण ११ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक १ मे २०१२ ची सुट्टी जोडून मंजूर करण्यात येत आहे.

श्री. डी. एच. देशमुख, प्रशासकीय सदस्य, रजेवर गेले नसते तर त्यांची प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. एच. देशमुख, प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. दि. बा. उन्हाळे, अप्पर प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक २६ एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७२०.—श्री. दि. बा. उन्हाळे, अप्पर प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक २६ एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २५ एप्रिल २०१२ रोजीची १ दिवसाची वाढीव अर्जित रजा, मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. दि. बा. उन्हाळे हे रजेवर गेले नसते तर त्यांची अप्पर प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. दि. बा. उन्हाळे, अप्पर प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

विद्यासागर ल. कांबळे,

अध्यक्ष,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. जी. जी. भालचंद्र, न्यायाधीश, कामगार न्यायालय, ठाणे यांचा दिनांक ७ एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७२१.—श्री. जी. जी. भालचंद्र, न्यायाधीश, ३ रे कामगार न्यायालय, ठाणे यांना त्यांच्या दिनांक ७ एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ३ एप्रिल २०१२ ते दिनांक ५ एप्रिल २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक ६ एप्रिल २०१२ हा सुट्टीचा दिवस जोडून मंजूर करण्यात येत आहे.

श्री. जी. जी. भालचंद्र, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. जी. जी. भालचंद्र हे न्यायाधीश, ३ रे कामगार न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ज. गो. डोरले, न्यायाधीश, कामगार न्यायालय, अकोला यांचा दिनांक १९ एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७२२.—श्री. ज. गो. डोरले, न्यायाधीश, कामगार न्यायालय, अकोला यांना त्यांच्या दिनांक १९ एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २४ एप्रिल २०१२ ते दिनांक २७ एप्रिल २०१२ पर्यंत ४ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २८ व २९ एप्रिल २०१२ हे सुट्टीचे दिवस मुख्यालय सोडण्याच्या परवानगीसह जोडून मंजूर करण्यात येत आहे.

श्री. ज. गो. डोरले हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, अकोला या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ज. गो. डोरले हे न्यायाधीश, कामगार न्यायालय, अकोला या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. शं. बा. पवार, न्यायाधीश, कामगार न्यायालय, अमरावती यांचा दिनांक ११ मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ७२३.—श्री. शं. बा. पवार, न्यायाधीश, कामगार न्यायालय, अमरावती यांना त्यांच्या दिनांक ११ मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ८ मे २०१२ ते दिनांक १० मे २०१२ पर्यंत एकूण ३ दिवसांची परिवर्तीत रजा मंजूर करण्यात आली आहे.

श्री. शं. बा. पवार हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, अमरावती या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. शं. बा. पवार हे न्यायाधीश, कामगार न्यायालय, अमरावती या पदावर स्थानापन्न होतील.

आदेशावरून,

अ. शा. जगदाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २१ मे २०१२.

उद्योग, ऊर्जा व कामगार विभाग

मंत्रालय, मुंबई ४०० ०३२, दिनांक १९ मे २०१२

अधिसूचना

क्रमांक आयसीई.०४१२/प्र.क्र. ७१/काम-६.—“ महाराष्ट्र चौकशी न्यायालये, कामगार न्यायालये व औद्योगिक न्यायालये यांचे न्यायीक अधिकारी (सेवा प्रवेश, नियुक्ती आणि शिस्तभंगाविषयक कार्यवाही) नियम, १९९९ ” च्या नियम ५ नुसार प्रदान करण्यात आलेल्या अधिकारांचा वापर करून मा. उच्च न्यायालय, मुंबई यांनी त्यांचे पत्र क्र. अ १२२६/८३/३६४३, दिनांक २३ एप्रिल २०१२ अन्वये केलेल्या शिफारशीनुसार पुढील तक्त्यात दाखविल्याप्रमाणे पदस्थापना करण्यात येत आहे :—

अ.क्र. (१)	न्यायिक अधिकाऱ्यांचे नाव (२)	सध्याचे पद (३)	नवीन पदस्थापना (४)
१	श्री. व्ही. आर. सिक्वी	सदस्य, औद्योगिक न्यायालय, मुंबई	सदस्य, औद्योगिक न्यायालय, सातारा
२	श्री. ए. एच. नाथानी	सदस्य, मोटार अपघात दावा न्यायाधीकरण, मुंबई.	सदस्य, औद्योगिक न्यायालय, जळगाव
३	श्री. एन. बी. भोस	सदस्य, मोटार अपघात दावा न्यायाधीकरण, मुंबई.	सदस्य, औद्योगिक न्यायालय, सोलापूर
४	श्री. एम. आर. मंथनवार	जिल्हा न्यायाधीश-१ आणि अतिरिक्त सत्र न्यायाधीश, वाशीम, जिल्हा अकोला.	सदस्य, औद्योगिक न्यायालय, जालना
५	श्री. ओ. पी. जयस्वाल	जिल्हा न्यायाधीश-७ आणि अतिरिक्त सत्र न्यायाधीश, पुणे.	सदस्य, औद्योगिक न्यायालय, अमरावती
६	श्री. एस. व्ही. पाटील	सदस्य, औद्योगिक न्यायालय, लातूर	सदस्य, औद्योगिक न्यायालय, अकोला
७	श्री. एस. डी. भाटे	अतिरिक्त मुख्य न्यायाधीश लघुवाद न्यायालय, मुंबई.	सदस्य, औद्योगिक न्यायालय, लातूर
८	श्री. इ. एन. काझी	सदस्य, औद्योगिक न्यायालय, अकोला	सदस्य, औद्योगिक न्यायालय, यवतमाळ

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

दिपा ठाकूर,

कक्ष अधिकारी.

INDUSTRIAL COURT, MAHARASHTRA, MUMBAI

Administration Building, 1st Floor, Government Colony
Bandra (E.), Mumbai 400 051, dated the 5th June 2012

NOTIFICATION

Read.— This office Notification No. 583/12, dated 27th April 2012.

No. 830.—In modification of this office order referred above the President, Industrial Court, Maharashtra, Mumbai (Head of the Department) is pleased to pass the following order :—

Sr. No.	Name and Designation of the incumbent	Period during which the vacation will be availed off by the incumbent	Period during which the incumbent is prevented from enjoying summer vacation	Remarks
(1)	(2)	(3)	(4)	(5)
1	Shri K. V. Sedani, Member, Industrial Court Chandrapur.	21st May 2012 to 26th May 2012 and 4th June 2012 to 8th June 2012	14th May 2012 to 20th May 2012 and 27th May 2012 to 3rd June 2012	Vacation Judge of I.C. Nagpur will look after the urgent matters of I.C. Chandrapur.

Mumbai,
dated 5th June 2012.

VIDYASAGAR L. KAMBLE,
President,
Industrial Court, Maharashtra, Mumbai.

IN THE INDUSTRIAL COURT MAHARASHTRA AT PUNE

Application (MRTU) No.6/2009.— Hind Kamgar Sanghatana, Nalawade Building, Near Maruti Mandir, Kharalwadi, Pimpri, Pune 412 018.—*Applicant*, V/s. (1) Trinty Engineers Pvt. Limited; 14-D-1, M.I.D.C. Chinchwad, PUNE 411 019, (2) Bhartiya Kamgar Karmachari Mahasangh, 5, Navalkar Lane, 1st Floor, Prarthana Samaj, Girgaon, Mumbai 400 004.—*Non Applicants*.

CORAM.— M. G. Choudhary, Member.

Appearances.— Shri Atul Dixit, Adv. for Applicant.

Shri D. J. Bhange, Adv. for Non Applicant-No. 1

Shri J. R. Pawar, Adv. for Non Applicant-No. 2

Oral Judgment

(Dated 10th April 2012)

This is an application filed by the applicant union under section 13(1) (II) of the MRTU AND PULP ACT for cancellation of the recognition granted to Non applicant No 2 union for Non Applicant No. 1 company. The case of the applicant in short is that,

(2) According to the applicant, the employees employed by the Non applicant company has joined the applicant union on 21st May 2008. The Non-applicant No. 1 is registered under the Companies Act, 1956. The Non applicant 2 union had obtained a certificate of recognition under the provisions of MRTU AND PULP ACT for the undertaking of Non applicant No. 1 company. It is contention of the applicant union that almost all employees whose names are mentioned in the Annexure-A has joined the applicant union with effect from 23rd June 2008 and are member of the applicant union and these workmen have ceased to be members of the Non applicant No. 2 union from the date mentioned above. According to the applicant union Non applicant No. 2 union has lost the requisite membership required under Section-11 of the MRTU AND PULP ACT for continuing and maintaining its charter recognised union. According to the applicant union, the membership of the Non applicant No. 2 union has for a continuous period of six calendar months from 23rd June 2008 onwards has fallen below the minimum requirement under Section-II of the MRTU AND PULP ACT for its recognition, in other words membership of the Non Applicant No. 2 union has fallen below 30 per cent of the total compliance of workmen employed by the Non applicant No. 1 company. Thus, according to the applicant union the recognition enjoyed by the Non applicant No. 2 is required to be cancelled under Sec. 13(1)(II) of the MRTU AND PULP ACT. The applicant union has produced list of members of workmen. Constitution of Applicant union, registration of applicant union alongwith application On this background lastly requested to allow the application.

3. The Non applicant No. 1 company in his written say contended that membership of workman of the undertaking of the Non applicant No. 1 company with either the Applicant union or with the Non applicant No. 2, Union is a matter between the two unions and a pure question of legal rights between the two unions in which Non applicant No. 1 company has no role to play under the circumstances this court may pass appropriate order by considering the larger interest of workmen and the industry.

4. The Non applicant No. 2 union in his written say at Exh. CA-2 read with CA-4 objected the application of the applicant union and contended that Non applicant union filed a Complaint (U.L.P.) No. 88/2008 in the Industrial Court in which relief is granted in favour of the Non applicant union and Non applicant Union has denied all the stand of the Applicant union in the application and lastly requested to reject the application.

5. The following issues are framed in the matter by my Learned predecessor at Exh. O-5 which arise for my determination :—

(1) Whether the application as framed is tenable under law ?

(2) Does the applicant union prove that the membership of Non applicant union falls below the 30 percent *i.e.* minimum required under Sec. 11 of the U.L.P. Act ?

(3) Whether the recognition of the union is liable to be cancelled ?

(4) Whether the applicant union is entitled for relief as prayed ?

(5) What Order and costs ?

(6) My findings to above issues for the reasons recorded below are as under :—

(1) Yes.

(2) Yes.

(3) Yes.

(4) Yes.

(5) The application is allowed as per order below.

Reasons

7. The application union has also produced documents on record with list *i.e.* member's of applicant union with Non applicant Company, copy of registration certificate of the applicant union, copy of constitution of the applicant union, copy of Resolution passed in the meeting of applicant union etc. The applicant union in order to prove his case examined Shri Yashwant Kondiram Supekar, at Exh. U-13 and in his Examination-in-Chief he has stated the same thing as per stand of the applicant union in application Exh, U-1 and as per Investigating Officer's report. In Cross-examination by Non applicant No. 1 undertaking, the witness of the applicant union has stated that application Exh. U-1 is filed in this court for cancellation of recognition granted to the Non Applicant No. 2 which is filed on 24th August 2009 and the applicant union has produced documentary evidence with list Exh. U-6 to show that Non applicant union has lost membership below 30 percent. In Cross-examination taken by the Non applicant union, the witness of the applicant union has stated that his statement in the Affidavit about membership of workmen in Non applicant company with applicant union is 92.44 percent is based on Investigation Officer's report membership receipt membership register, bank deposit receipt and in his statement in the Affidavit that Non applicant union is having 7.56 percent membership is based on Investigating Officer report as well as Non applicant union has not produced any documentary evidence in support of their membership. The non applicant company *vide* pursis C-9 and Non applicant No. 2 union *vide* pursis UA-1 informed this court that they do not want to lead oral evidence in this matter. With the help of material on record I have heard the arguments of both the parties at length and both of them have submitted their case as per material on record.

8. It appears from record that the applicant union requested this court to appoint Investigating Officer for verification of membership of applicant Union in Non applicant undertaking. This court appointed Investigating Officer for verification of membership and accordingly his report is at Exh.U-6 and the said report is admitted by the Non Applicant union *vide* pursis U-12. From the Investigating Report it is clear that Non applicant union has membership with the Non applicant company is less than 30 percent and out of total 225 employees working with the Non applicant company 208 *i.e.* 92.44 percent employees are members of the applicant

union during the period from 1st December 2008 to 31st May 2009. The applicant union has examined one witness in support of their stand. The Non applicant union has not examined any witness in this matter under these circumstances the evidence of applicant union has gone unchallenged and I hold that the applicant union has proved in this matter that Non applicant union has lost its majority and also lost membership below 30 percent with the Non applicant company undertaking. Thus, the applicant union has proved in this matter that Non applicant union is not complying the requirement of Section-11 of the MRTU AND PULP ACT. The Non applicant union merely taken a stand in the written statement that application is not maintainable but I find that application is perfectly maintainable and in view of the above discussion, Applicant union has proved that membership of the Non applicant union fallen below 30 percent *i. e.* minimum required under Section 11 of the MRTU AND PULP ACT, hence the recognition granted to the Non applicant union is liable to be cancelled, hence the applicant union is entitled for the relief claimed. I view of this, I answer Issues No. 1 to 4 accordingly in the affirmative.

9. In view of my findings on above issues, it is clear that application is liable to be allowed, hence I pass the following order :—

Order

(1) The Application (MRTU) No. 6/2009 is allowed.

(2) The recognition granted to the Non Applicant No. 2 union for Non Applicant No. 1 undertaking is hereby Cancelled.

(3) No Order as to cost.

(4) This Order be published in accordance with Section-17 of the MRTU AND PULP ACT.

Pune,
dated 10th April 2012.

M. G. CHOUDHARY,
Member,
Industrial. Court, Mah. Pune.

Assistant Registrar,
Industrial Court, Maharashtra, Pune,
PMT Building, Swargate, Pune.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१.

वाचा.—श्री. ई. के. मुठे, सहायक प्रबंधक, औद्योगिक न्यायालय, ठाणे यांचा दिनांक १५ मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ९०७.—श्री. ई. के. मुठे, सहायक प्रबंधक, औद्योगिक न्यायालय, ठाणे यांना त्यांच्या दिनांक १५ मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १९ मे २०१२ ते दिनांक २५ मे २०१२ पर्यंत एकूण ७ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २६ व २७ मे २०१२ हे सुट्टीचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. ई. के. मुठे, हे रजेवर गेले नसते तर त्यांची सहायक प्रबंधक, औद्योगिक न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ई. के. मुठे, हे सहायक प्रबंधक, औद्योगिक न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १५ जून २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१.

वाचा.—श्री. स. रा. नावंदर, न्यायाधीश, १ ले कामगार न्यायालय, मुंबई यांचा दिनांक १९ मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ९०८.—श्री. स. रा. नावंदर, न्यायाधीश, १ ले कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक १९ मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २१ मे २०१२ ते दिनांक २२ मे २०१२ पर्यंत एकूण २ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २० मे २०१२ हा सुट्टीचा दिवस मुख्यालय सोडण्याच्या परवानगीसह जोडून मंजूर करण्यात येत आहे.

श्री. स. रा. नावंदर, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, १ ले कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. स. रा. नावंदर, हे न्यायाधीश, १ ले कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १५ जून २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१.

वाचा.—श्रीमती एस. व्ही. सुवर्णा, सदस्य, औद्योगिक न्यायालय, ठाणे यांचा दिनांक २३ मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ९०९.—श्रीमती एस. व्ही. सुवर्णा, सदस्य, औद्योगिक न्यायालय, ठाणे यांना त्यांच्या दिनांक २३ मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २ मे २०१२ ते दिनांक ४ मे २०१२ पर्यंत एकूण ३ दिवसांची परिवर्तीत रजा, रजेच्या मागे दिनांक १ मे २०१२ च्या सुट्टीला जोडून मंजूर करण्यात आली आहे.

श्रीमती एस. व्ही. सुवर्णा, सदस्य, ह्या रजेवर गेल्या नसत्या तर त्यांची सदस्य, औद्योगिक न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती एस. व्ही. सुवर्णा, सदस्य, औद्योगिक न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १५ जून २०१२.

औद्योगिक न्यायालय, महाराष्ट्र , मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१.

वाचा.—श्री. आर. एम. खान, न्यायाधीश, १ ले कामगार न्यायालय, कोल्हापूर यांचा दिनांक १९ एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ९१०.—श्री. आर. एम. खान, न्यायाधीश, १ ले कामगार न्यायालय, कोल्हापूर यांना त्यांच्या दिनांक १९ एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २५ एप्रिल २०१२ ते दिनांक २७ एप्रिल २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २८ व २९ एप्रिल २०१२ रोजीच्या सुट्ट्या जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. आर. एम. खान हे रजेवर गेले नसते तर त्यांची न्यायाधीश, १ ले कामगार न्यायालय, कोल्हापूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. आर. एम. खान, हे न्यायाधीश, १ ले कामगार न्यायालय, कोल्हापूर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १५ जून २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१.

वाचा.—श्री. दि. द. कांबळे, न्यायाधीश, ३ रे कामगार न्यायालय, पुणे यांचा दिनांक २७ एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ९११.—श्री. दि. द. कांबळे, न्यायाधीश, ३ रे कामगार न्यायालय, पुणे यांना त्यांच्या दिनांक २७ एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २४ एप्रिल २०१२ ते दिनांक २६ एप्रिल २०१२ पर्यंत ३ दिवसांची परिवर्तीत रजा मंजूर करण्यात आली आहे.

श्री. दि. द. कांबळे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, ३ रे कामगार न्यायालय, पुणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. दि. द. कांबळे, हे न्यायाधीश, ३ रे कामगार न्यायालय, पुणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १५ जून २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१.

वाचा.—श्री. दा. टे. वसावे, न्यायाधीश, कामगार न्यायालय, भंडारा यांचा दिनांक २७ एप्रिल २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ९१२.—श्री. दा. टे. वसावे, न्यायाधीश, कामगार न्यायालय, भंडारा यांना त्यांच्या दिनांक २७ एप्रिल २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १७ व १८ मार्च २०१२ एकूण २ दिवसांची वाढीव अर्जित रजा, मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. दा. टे. वसावे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, भंडारा या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. दा. टे. वसावे, हे न्यायाधीश, कामगार न्यायालय, भंडारा या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १५ जून २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१.

वाचा.—श्री. एस. पी. पिंगळे, न्यायाधीश, २ रे कामगार न्यायालय, मुंबई यांचा दिनांक ३१ मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ९१३.—श्री. स. प्र. पिंगळे, न्यायाधीश, २ रे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक ३१ मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २८ मे २०१२ ते दिनांक ३० मे २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २६ व २७ मे २०१२ च्या सुट्टीला जोडून मंजूर करण्यात आली आहे.

श्री. स. प्र. पिंगळे, न्यायाधीश, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, २ रे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. स. प्र. पिंगळे, हे न्यायाधीश, २ रे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १५ जून २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१.

वाचा.—श्री. प्र. मा. खंबायते, न्यायाधीश, कामगार न्यायालय, सातारा यांचा दिनांक १० मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ९१४.—श्री. प्र. मा. खंबायते, न्यायाधीश, कामगार न्यायालय, सातारा यांना त्यांच्या दिनांक १० मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १६ मे २०१२ ते दिनांक १८ मे २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा, मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. प्र. मा. खंबायते, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, सातारा या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. प्र. मा. खंबायते, न्यायाधीश, कामगार न्यायालय, सातारा या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १५ जून २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

प्रशासकीय इमारत, पहिला मजला, शासकीय वसाहत, वांद्रे (पूर्व), मुंबई ४०० ०५१.

वाचा.—श्री. अ. चं. हाटकर, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक ५ मे २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक ९१६.—श्री. अ. चं. हाटकर, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक ५ मे २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ९ मे २०१२ ते दिनांक ११ मे २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक १२ व १३ मे २०१२ हे सुट्टीचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. अ. चं. हाटकर, हे रजेवर गेले नसते तर त्यांची सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. अ. चं. हाटकर, हे सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १५ जून २०१२.

IN THE INDUSTRIAL COURT, MAHARASHTRA, AT MUMBAI

BEFORE SHRI A. R. Mahajan, MEMBER

COMPLAINT (ULP) No 454 OF 2005.—(1) Shri Jagannath Shivram Gawade (2) Shri Dattaram Shivram Bagwe (3) Shri Manohar Jagannath Parab All C/o. Shri Shivram Dattaram Bagwe, Ajinkyatara Co-op. Housing Society, Saidham, Lokseva Nagar, Chakki Naka, Kalyan (E.), Dist. Thane.—*Complainants* —*Versus*— (1) M/s. Podar Mills, An Unit of National Textile Corporation (MN) Ltd., N. M. Joshi Marg, Mumbai 400 011.—*Respondent*.

In the matter of Complaint of unfair labour practices under items 5,9 and 10 of Sch. IV of the MRTU and PULP Act, 1971.

CORAM.— Shri A. R. Mahajan, Member.

Appearances.— Shri S. N. Deshpande, Ld. Advocate for the Complainants.

Smt. Geeta Raut, Ld. Advocate for the Respondents.

Oral Judgement

(Delivered on 17th November 2011)

1. This is a Complaint under section 28 read with items 5, 9 and 10 of Sch. IV of the MRTU and PULP Act, 1971 (hereinafter, would be referred to as “ the Act” only).

2. By this Complaint the Complainant are claiming declaration against the Respondents that they have engaged in unfair labour practice under items 5,9 and 10 of Sch. IV of the Act and to ask them to desist from engaging in the said unfair labour practices. They have also sought mandatory directions against the Respondents to give employment to the Complainants *viz.* Shri Jagannath Shivram Gawade, Shri Dattaram Shivram Bagwe and Shri Manohar Jagannath Parab on the original post of weaver in the Weaving Department with full backwages and other benefits with continuity of service *w.e.f.* 18th October 1983 and to pay legal dues of the Complainants as stood in their names on the date of their alleged resignations.

3. The facts leading to the present Complaint, in short, can be stated as under :—

It appears that these 3 Complainants were working as weavers in the weaving department. They had joined in 1973, 1961 and 1973 respectively as per the Order as stated in the title cause. They become permanent employees of the Respondent Mill. In 1981 the Respondent Mill was employing more than 2,000 employees. It is the case of the Complainants that on 22nd December 1981 the Mill stopped assigning work to its employees. The presence of the workmen was however marked as showing them present till 17th January 1982. It is the case of the Complainants that general strike has commenced on 18th January 1982 and these Complainants have nothing to do with the strike. They had not participated in the strike. They were the members of Rashtriya Mill Mazdoor Sangh (hereinafter would be referred to as “ the RMMS ”) and its staunch supporters. On 18th October 1983 the Mill was taken over by National Textile Corporation as its custodian. Still the Complainants were not assigned any work. They were not permitted to report for duty. In 1984 some of the employees were taken back but many of them were not given any work. The Complainants approached the Respondent Mill more than many times, but of no avail. They were time and again given assurance by the office-bearers of RMMS that if the Management did not take them back, the said Union would be filing Court case against the Respondent. In the year 1985, it is the case of the Complainants that they were informed by the RMMS especially by Shri Ramchandra Visha Bandekar and Shri Walavalkar that the Union has filed a case before the Labour Court, at Mumbai on behalf of the employees who were not allowed to resume their duties. The Complainants were attending the Court hearing alongwith the other employees who had filed the case at Tardeo Office from where the Labour Court was being run. In 1987-88, it is the case of the Complainants that since they and their family members had to starve and they had

virtually reduced to beggars, they were exhorting before the Management of the Respondents either to give them employment or to pay them their Provident Fund amount. Initially the Labour Office of the Company had refused to pay them their Provident Fund amount saying that the Complainants were still in the employment of the Mill. One Shri Shantaram Sitaram Bagwe used to tell the Complainants that he was the trustee on Podar Mills Workers Provident Fund Trust. Thereafter as the time passed on, eventually this Mr. S. S. Bagwe and the Labour Officer asked the Complainants to tender their resignations for withdrawal of the P. F. amount. It was assured that these resignations will be restricted only for the purpose of withdrawal of the P. F. amount and for no other purpose. Complainant No. 1 Shri Jagannath Shivram Gawade sent his resignation letter on 20th May 1987, Complainant No. 2 Shri Dattaram Shivram Bagwe sent his resignation on 26th July 1988 and Complainant No. 3 Shri Manohar Jagannath Parab sent his resignation letter on 7th September 1987. It is their case that it was sent only for the purpose of withdrawing the P. F. amount as per the directions of the Labour Office and Shri Shantaram Bagwe, the Trustee of the P. F. Trust. It is the case of the Complaints that from the Respondent Mill they received the cheque amount towards P. F. It is the case of the Complainants that they even asked for gratuity to be paid to them for their survival, but the Respondents stated that since the resignations were restricted only to and for the purpose of withdrawal of the P. F., gratuity cannot be paid to them, Without prejudice to their rights, it is contended by the Complainants that the Respondents have violated the agreement, thereby committed breach of agreement as contemplated under item 9 of Sch. IV of the Act, as an unfair labour practice. In 1996 it is the case of the Complainants that they were informed by the RMMS that the case filed by the RMMS was decided in their favour and the concerned workers were directed to be reinstated with 50 % backwages, When the Complainants approached the management, they were told that the Management would be filing an appeal against the said order. That appeal too failed and therefore the Complainants went to report for duty. It was told that the Management would be going to Hon'ble High Court against the Order of the Industrial Court. It was told that depending upon the result in the Writ Petition, the case of the Complainants would be considered for giving them work. Nothing was done. It is the case of the Complainants that in the year 2000 some settlement was arrived between the employees and the management and the employees were paid 40% backwages. The Complainants, therefore, again approached the management, but it proved to be of no use. The Complainants even approached the Labour Commissioner. The conciliation was attempted. It is the case of the Complainants that they are bound by the Bombay Industrial Relations Act. As Such the Assistant Commissioner of Labour had no power or authority to entertain their complaint. Ultimately they approached the Advocate and filed this Complaint as an unfair labour practice. It is their case that the Complainants have been forcibly kept out of employment. There is discrimination between two class of workmen and breach of the agreement as well and therefore the reliefs as mentioned above.

4. The Respondent Mill appeared in the matter and resisted the claim of the Complainants by filing Written Statement at Exh. C-6. It is the case of the Respondents, as contended by them, that these Complainants had tendered their resignations on their free will and they had accepted the Provident Fund and gratuity without protest. There is no employer-employee relationship existing on the date of filing of the Complaint. This Court has no jurisdiction. The Complaint is barred by limitation. It has been filed after a lapse of 23 years which ought to have been preferred within 90 days from 18th October 1983. All the legal dues have been accepted without any protest by the Complainants. As such the defence of the Respondents mainly revolve around these 3 aspects of the matter *viz.* Resignations voluntarily tendered by the Complainants, payment of Provident Fund amount to the Complainants by the Respondents. There is no employer-employee relationship between the parties on the date of filing of the Complaint and that the same is barred by limitation. The denial para-wise depends mainly on these grounds rather keeping these grounds in mind. It is the case of the Respondents that after the Mill was taken over by Central Government, most of the employees discontinued their strike and resumed their work. The Complainants did not,

however, report for work at any point of time. Instead they sent their resignation letters. There is no case as such of unfair labour practice against them. It is the case of the Respondents that RMMS had preferred BIR Application No. 118/85 asking for assignment of work on behalf of 18 employees. After hearing them the Labour Court ordered the Respondents to assign work to the concerned employees and pay them backwages. Appeal and Writ Petition failed. However, during the pendency of the Writ Petition before the Hon'ble High Court negotiations were held and it was agreed before the Hon'ble High Court to pay them 40% backwages without reinstatement. These 18 employees had submitted their resignations. As such it is the case of the Respondents that no case is made out and hence the said Complaint deserves to be dismissed with cost.

5. Issues were framed on 8th June 2007. Issue No. 1 is whether the Complaint is within limitation. Issue No. 2 is whether the employer-employee relationship is undisputed or indisputable. Issue No. 3 is whether the Complainants prove that the Respondents had engaged in unfair labour practices under items 5, 9 and 10 of Sch. IV of the Act and issue No. 4 is whether the Complainants are entitled to reliefs as sought for.

6. There is an affidavit of Shri Jagannath Shivram Gawade which is at Exh. U-12 and that of Shri Dattaram Shivram Bagwe, one of the Complainants at Exh. U-11. Shri Manohar Jagannath Parab, Complainant No. 3 in the present proceedings has also filed his affidavit at Exh. U-13. On behalf of the Respondents, there is an affidavit of Shri Ashok Namdeo Sawant which is at Exh. C-14. After the oral and documentary evidence adduced by the parties were over, I heard Ld. Advocate Shri S. N. Deshpande for the Complainants and Ld. Advocate Smt. Geeta Raut for the Respondents. Ld. Advocate Shri Deshpande submitted that before removal of the Complainants no charge-sheet, no enquiry was held. It is only for limited purpose the resignations were tendered i.e. for withdrawal of the P.F. amount. There should be a letter of acceptance when there is resignation tendered by the Complainants. It should have been communicated to the workmen that their resignations have been accepted. But since nothing of this sort was done, it would be deemed that they are in service and hence the Respondents were bound to provide work to the Complainants.

7. As against this, Ld. Advocate Smt. Geeta Raut for the Respondents submitted that the Complaint is barred by limitation. There is no application for condonation of delay. The resignations were sent through post and accepted by the Respondents. There is no employer-employee relationship existing on the date of filing of the Complaint. There is nothing to show that item 5 of Sch. IV of the Act is attracted. RMMS have settled the cases on behalf of some of the employees, but these employees were not party to them.

8. In support of his contention as far as the legal aspect of the matter is concerned, Ld. Advocate Shri Deshpande relied upon the decision in *2000 II CLR 429-National Textile Corporation (M.N.) Ltd., V/s Anant Parshuram Joshi and anr.* On the point of refusal to provide work. The Hon'ble High Court passed the Order in favour of the workman. The Hon'ble High Court has confirmed the findings of the Industrial Court holding that the employer-employee relationship was an admitted fact. It was never terminated. There was no permission for closure under section 25-O of the Industrial Disputes Act and therefore the direction given by the Industrial Court was held to be proper. Another ruling relied upon by Shri Deshpande is *Sitaram Dhondur Hadkar v/s National Textile Corporation (SM) Ltd., reported in 2004 III CLR 153* on the point of recurring cause of action for not providing work to the aggrieved employees. Further the Ld. Advocate Shri Deshpande has relied upon *Nagpur Dist. Central Co-op Bank v/s State of Maharashtra and ors., reported in 1987 II CLR 283* on the point of "employee" within the meaning of Section 3(13) of the Bombay Industrial Relations Act as to who could be called as an "employee". Mr. Deshpande relied upon *Vasant Shivram Nare V/s Maharashtra State Co-op. Land Development Bank Ltd., reported in 1982 Mah. L.L. 28* on the point of limitation. Another decision relied upon is *L. B. Shaikh V/s N. Z. Kulange and Ors., reported in 1992 I CLR 414* wherein it was held that 3 month's

notice was required before leaving the service as per the letter of resignation. No duration of 3 months was given under this letter as required under rule 40. The letter itself was held invalid as such the resignation. The Ld. Advocate for the Complainants has further relied on the rulings *viz 2003 III CLR 966- Om Prakash Sood V/s Union of India and Anr. 2005 II CLR 610-Vijay Shankar Tripathi V/s Project Officer and Anr. ; and 2005 II CLR 613-Ram Rai V/s Judge, Industrial Tribunal-cum-Labour Court, Udaipur and Ors.*

9. The Ld. Advocate Smt. Geeta Raut relied upon the reported decisions *viz 2008 I CLR 431-State of Rajasthan V/s Ganeshi Lal ; 2004 II CLR 430-Krishna Ganapat Kasar V/s India United Mills No. 2 and anr; and 2001 LAB I/C 1402-Raja Ram Maize Products V/s Industrial Court of M. P. and Ors.*

10. After considering the documentary and oral evidence adduced by both the parties and hearing the rival submissions, the following issues arise for my determination and I record my findings on the same as under :—

Issues :—

- (i) Do the complainants prove that the Respondents have obtained their resignations forcibly under coercion and duress or under compulsion they were forced to resign ?
- (ii) Whether this Court has jurisdiction to entertain and decision the Complaint ?
- (iii) Whether the Complaint is barred by limitation ?
- (iv) Whether the Complainants prove that the Respondents have engaged in unfair labour practices under items 5, 9 and 10 of Sch. IV of the MRTU and PULP Act, 1971 ?
- (v) Whether the Complainants are entitled to the reliefs as sought for ?
- (vi) What order ?

Findings :—

- (i) No.
- (ii) No.
- (iii) Yes.
- (iv) No.
- (v) No.
- (vi) The Complaint is dismissed with no order as to cost.

Reasons

As to issue Nos. 1 to 6

11. Shri Gawde states in his affidavit that he had attended the work till 22nd December 1981 and thereafter he was prevented from reporting on duty. His presence was marked on the muster card till 17th January 1982. This witness had nothing to do with the strike that commenced *w.e.f.* 18th January 1982. He speaks about the other employees who got the benefits of the litigation they had preferred before the Labour Court. He then tells the tale of what is stated in the Complaint about the further developments in the intervening period as to how they had repeatedly approached the management, but denied employment by the Respondents on various pretexts.

He speaks about the starvation which he and his family had to face. Shri Bagwe was the trustee on the Podar Mills Workers Provident Fund Trust and as per this witness Shri Bagwe used to tell him that he would not be in a position to release the provident fund amount unless the resignations are tendered by these Complainants. Since it was difficult for him to survive in Mumbai, he went to his native place and he was under financial trouble. He sent the resignation letter on 20th May 1987 only for the sake of getting the provident fund amount. He states that he received the cheque of provident fund amount and a letter from the Podar Mills Workers Provident Fund Trust at his native place. No other dues have been paid to him such as gratuity, etc. He refers to a settlement between some of the employees as regards 40% backwages paid to them by the Respondents. In 2003 they approached the Mill and asked for full backwages. Since they did not succeed, they filed this Complaint. In the cross-examination he states that he had not written any letter to the Mill that he had not participated in the strike which had commenced from 18th January 1982 and that he was ready to work and go inside the Mill. He admits that he has nothing to show by way of documentary evidence that he was not given work from 22nd December 1981. He was unable to state the number of the case which the Union had filed for giving work to the employees of the Respondents. He admits that he has no evidence to show that he was going to report for duties from 17th January 1982.

12. The affidavit of Shri Dattaram Shivram Bagwe is on the same line as has been stated by Shri Gawde in his affidavit-in-lieu of examination-in-chief. He tells the same story as stated by Shri Gawde. He too was cross-examined by the Ld. Advocate Smt. Geeta Raut. Shri Bagwe stated that after 2-3 months of commencement of work, he had gone back to his native place. He admits that some of the employees had reported for duty and had actually worked. He admits that the employees who had approached the RMMS had filed a Complaint. Bagwe's name was not there in the Complaint. Mr. Parab files his affidavit which is at Exh. U-13. His story is no different from that stated by the earlier two witnesses. His admissions in the cross-examination are more or less the same to that given by the earlier two witnesses.

13. The resignation letters have not been produced. It is difficult to accept that these 3 resignation letters were tendered only for the limited purpose of withdrawal of the P. F. amount especially when they were received from their native place. It is hard to believe that the said resignations were obtained under coercion or duress when the Complainants were not at all in Mumbai. It is true that there were compelling circumstances since they were starving. The fact remains that they had accepted the cheque amount without any protest. As such there is total severance of employer-employee the moment they had accepted the cheques. Therefore one would scarcely believe that these resignations were obtained under compulsion or under coercion, force or under duress by the management. It is true that they were given under compelling circumstances. I, therefore, answer the issue No. 1 in the Negative and against the Complainant. They have failed to prove that they have tendered their resignation under any force, coercion or duress.

14. The Ld. Advocate Smt. Geeta Raut submitted that this Court has no jurisdiction to entertain and decide this Complaint. It is pertinent to note that the litigation which they are referring to was filed before the Labour Court as it appears from evidence of the Complainants themselves and from their pleadings in the Complaint. However, they have preferred this Complaint in the Industrial Court. They have to prove that there existed a employer-employee relationship between them and the Respondents. The fact remains that there was total severance of relationship when they had received and accepted the provident fund amount. As such impliedly the Respondents had accepted their resignations. Hence, the ratio laid down in the various decisions relied upon by Ld. Advocate Shri Deshpande in respect of relationship between the parties is inapplicable. There was no relationship of employer-employee after the complainants have received their provident fund amounts, on the date of filing of this Complaint. This Court cannot grant the

relief of reinstatement pursuant to termination of their work on account of their voluntary resignation. There was no compulsion as such for tendering the resignation. The Complainants will have to seek the relief of reinstatement claiming that it was termination of their services. Only Labour Court, therefore, gets the jurisdiction. This Court has no jurisdiction, I accordingly answer this issue in the Negative.

15. Another point and objection raised by Smt. Geeta Raut is of limitation. Shri Deshpande, the Ld. Advocate for the Complainants argued that it is a recurring, cause of action since no work was provided to the Complainants and the Respondents were bound to provide work and if the Complainants asked for providing them with work, they get a recurring cause of action. I do not think that this argument has any merit in it since there was total severance of relationship between the parties of employer and employee. Once the relationship has come to an end when the Complainants have tendered their resignations, the recurrence of cause of action does not at all arise. This proposition becomes meaningless. The only point at large is that the period of limitation would start from the date of resignations and even then in that case the Complaint is barred by limitation. It has been preferred much after many years of tendering the resignations by the 3 Complainants. The Complaint, therefore, is barred by limitation since it has not been preferred within 90 days from the date of cause of action. On all counts the case of the Complainants fails.

16. For having answered that the Complaint is barred by limitation and further having answered issue No. 1 in the Negative and considering that it was voluntary resignations tendered by the Complainants, may be under compelling circumstances, but without any force or coercion on the part of the Respondents, the question of unfair labour practices does not arise. The 18 employees who had benefited were the employees who had filed the Complaint through RMMS. If they got the benefit, it does not amount to discrimination as against the Complainants. There is no breach of any agreement as the relationship of employer and employee has come to an end as far as the present Complainants are concerned. There is no force and therefore no case is made out under items 9 and 10 of Sch. IV of the Act. I answer this issue accordingly and against the Complainants. With the issues answered as above, the Complaint will have to be dismissed. Considering the plight of the Complainants, there shall be no order as to cost. Hence, the Order :—

Order

The Complaint stands dismissed with no order as to cost.

A. R. MAHAJAN,

Member,

Industrial Court, Mumbai.

Mumbai,

Dated 17th November 2011.

Registrar

Industrial Court, Maharashtra, Mumbai.

dated the 21st November 2011.

IN THE INDUSTRIAL COURT, MAHARASHTRA AT MUMBAI

BEFORE SHRI A. R. MAHAJAN, MEMBER.

Revision Application (ULP) No. 182 of 2011 in Complaint (ULP) No. 390 of 2009.—Mr. Shankar Panner Selvan C/o. Adv. A. G. Nagwekar, Plot No. 8, Anant Sruti, Opp. Adarsh Nagar, Prabhadevi, Mumbai 400 025.—*Applicant*.—V/s.—M/s. Bansaw Eng. Works, Mr. Narendra Singh, the Partner, Mr. Auta Singh, the Partner, G. Menon Industrial Estate No. 6, Near Oshiwara Bridge, S. V. Road, Goregaon (W.), Mumbai 400 104.—*Respondents*.

CORAM.— Shri A. R. Mahajan, Member.

Appearances.— Shri A. G. Nagwekar, Advocate for the Applicant.

Shri T. J. Setpal, Advocate for the respondents.

Oral Judgement

(Delivered on 4th May 2012)

1. This revision is arising out of and is directed against the Judgement and order dated 17th March 2011 dismissing the complaint for reinstatement with back wages and with continuity of service from the alleged date of termination of the service of the complainant (here the revision applicant). The Learned 4th Labour Court, Mumbai has dismissed the complaint answering issue No.1 in Negative holding that the complainant has failed to prove that his services were illegally terminated w.e.f. 21st November 2009. and that he has failed to make out case of unfair labour practices under items 1 (a), (b), (d) and (f) of Schedule IV of the MRTU and PULP Act, 1971. He further affirmatively answered issue No.3 holding that the respondents have proved that complainant has resigned from service of respondent w.e.f. 21st November 2009, and therefore, Labour Judge came to the conclusion that he is not entitled to full back wages with continuity of service or reinstatement for that matter. Hence, this revision application. Assailing the order of Learned labour Judge, Learned Advocate Shri Nagwekar submitted that it is evident from the record and the evidence which has come on record that the respondents have not taken any action if they are coming with a case that the complainant has voluntarily abandoned his service, and therefore, according to Learned Advocate Shri Nagwekar, if that was so, the respondents could have taken disciplinary action by issuing show cause notice and if not satisfied may initiated enquiry for his continuous absence from the duty or of habitual absene. Since nothing of this sort has been done, it is the case of the complainant as argued by Learned Advocate Shri Nagwekar that the employer-employee relationship has not ceased to exist, and therefore, the complainant can be reinstated and here the Learned Lower Court has faulted by not giving back wages or with continuity of service. As against this, Learned Advocate Shri Sejjal submitted that it is the complainant who had voluntarily abandoned service which is evident from his cross examination. He further stated that even when VRS was floated, offer was given to the complainant. He was also given opportunity to report for duty but there also there was no response from the complainant. Moreover, in the cross examination of the complainant it has come on record, argued Learned Advocate Shri Sejjal that he is claiming legal dues and he is totally disinterested in reinstatement since he has got alternative employment with more wages. I have carefully gone through the decision of the learned lower court, considered the arguments advanced by both the parties and especially the cross-examination of the complainant, only point therefore which arises for my determination is,—

*Points**Findings*

- (i) Whether the complainant has made out a case of interference in the order of Learned Labour Court on any of the grounds such as perversity of Judgement and order which has resulted in miscarriage of justice ?
- (ii) What order ?

In the negative.

Revision stands dismissed.

Reasons

3. *Point No. 1.*— It is an undisputed fact that there are lapses from both the sides, complainant as well as from the side of the respondent. It is true that respondents, as it appears, has not issued show cause notice, not taken any disciplinary action against the complainant, if it is their case that he had voluntarily abandoned service. It is true that when the question was put to him whether he was ready to report for duty, the answer from the complainants side was in the negative. In such circumstances, generally the case which favours, the complainant will have to be accepted but for the reasons, the answer which has come in the cross examination of the complainant before the Learned Labour Court, I am not inclined to hold affirmative answer in favour of the complainant. The cross examination has been reproduced as it is.

“I was working a Turner with respondent No.1 company. It is true to say that the nature of work of Turner is nothing but high skilled work. I possessed 30 years experience of post Turner. It is true to say that there is huge demand for the work of Turner in market. It is true to say that generally the Turner having 30 years experience can easily draw monthly salary near about Rs. 8,000 to Rs. 10,000. At present I am not doing permanent job, but working as per availability of temporary work. At present I am receiving approximately Rs. 4,000 to Rs. 5,000 per month a wages from temporary job.”

He further states that, “I understand the contents of my entire chief examination. I left the job on 22nd December 2009. It is true to say that thereafter myself never wrote any letter to the respondent No.1 company. I do not recollect the date of that letter which sent by union to the company. It is true to say that the copy of said letter is not produced on record. Witness volunteers that he has given the same with his Advocate. Myself never reported the duty after 22nd November 2009. At present I pray for all legal dues and after it I am claiming for reinstatement. The request of reinstatement is my wish after accepting all legal dues.”

The sum and substance of this cross-examination would go to show that probably at the time when the complaint was filed, the complainant had not secured alternative job but by the time the complaint was filed, and complainant was cross examined, the complainant has lost his interest since he has secured alternative employment and was drawing more salary than he was drawing from the respondent, that probably may be the reason, the complainant is claiming his legal dues. As far as the complaint is concerned, the relief claimed in the complaint does not speak about the legal dues, it asks for wages during the period which he was out of employment with continuity of service. This cannot be equated with legal dues. Legal dues would be for the period during which he was working with the respondent. The evidence of the complainant is falling short of considering the case of the complainant as to what he could have been entitled to from the date of his alleged termination till today in absence of any such evidence, when no case is made out and from the admissions of the complainant him self. On both these counts, the case of the complainant fails. Hence I do not find any infirmity in the order of the Learned Labour Judge. Therefore, no interference is required. In the result revision fails and same will have to be dismissed. Hence, following order is passed.

Order

- (i) Revision application stands dismissed.
- (ii) The Judgement and order dated 17th March 2011 passed by 4th Labour Court, Mumbai in complaint (ULP) No. 390 of 2009 stands confirmed.
- (iii) R. and P. be sent back to Labour Court at the earliest.
- (iv) No order as to costs.

Mumbai,
dated the 4th May 2012.

A. R. MAHAJAN,
Member,
Industrial Court, Maharashtra,
Mumbai.

I/c.
Registrar,
Industrial Court, Maharashtra Mumbai.

IN THE INDUSTRIAL COURT, MAHARASHTRA AT MUMBAI

BEFORE SHRI A. R. MAHAJAN, MEMBER.

Complaint (ULP) No. 361/2009 :— 1. Vinod Balu Salekar, L. G. Vashahat, Dabolkarwadi, Parel, Mumbai 400 012.—2. Ravindra Balrup Pasi, Gopal Bag, Chawl No. 9, Room No. 6, T. J. Road, Sewari, Mumbai 400 015.—3. Ajay Ramchandra Salvi, Jai Ganesh Society, N. L. Arunkumar Vaidya Marg, Malad (East), Mumbai 400 097.— 4. Ganesh Harishchandra Shirvale, Rahun Apartment, Shivani, Road, Virar (East), Dist. Thane.—5. Ashokkumar B. Yadav, Devnath Yadav Chawl, Jogeshwari (West), Mumbai 400 102.—6. Shashikant Ramchandra Gulgule, Navadi Anandwadi, Barkat Alli, Darga Road, Vadala (East), Mumbai 400 030.—Complainants.—V/s.— 1. Shri Pradeep Kantilal Gajjar, Employer, 226, Kohinoor Industrial Estate, Western Express Highways, Goregaon (East), Mumbai 400 063. —2. Shri Sameer Gajjar, Manager, 206, Kohinoor Industrial Estate, Western Express Highway, Goregaon (East), Mumbai 400 063.—*Respondents*.

CORAM.— Shri A. R. Mahajan, Member.

Appearances.— Shri Shetia, Advocate for the complainants.

Shri L. R. Mohite Advocate for the Respondents.

Oral Judgement*(Delivered on 13th February 2012)*

1. This is a complaint u/s. 28 read with item No. 9 of Schedule IV of the MRTU and PULP Act, 1971 (hereinafter) would be referred to as the “Act” only). It is the case of the complainants that respondent No.1 is occupant of gala Nos. 226, 206, 207 and 203 at Kohinoor Industrial Estate, Western Express Highway, Goregaon (East), Mumbai 400 063. The business is being run in different names such as D. P. and Company, M/s. Glite Industries etc. designated as proprietor and the partner of M/s. Shetty Diamonds, Mr. Samir Gajjar is cousin brother of respondent No.1 designated as Manager of the units and is a supervisor and controls the day to day affairs of the establishment. It is the case of the complainants that under Minimum Wages Act employer is bound to maintain statutory record regarding payment of Minimum Wages to its employees. It is their complaint that respondent No.1 has failed to maintain statutory record as per the provisions of statute. It is the case of the complainants that more than 50 workers were working in the respondent undertaking which is being run from the above mentioned galas. From Gala 206, 207 the actual act of diamond cutting and polishing work including office cabin of respondent No. 2 is situated. It is the case of the complainant that since the statutory record under Minimum Wages Act has not been maintained, it amounts to unfair labour practice under Item 9 of Schedule IV of the MRTU and PULP Act, 1971. It is also their case that they have not been paid earned wages for the month of May 2009. It is the case of the complainants that respondents have not paid earned wages before 7th day of June 2009 for the month of May 2009. Some advance payment of salary was made by cash by Mr. Sameer Gajjar. Employer has not maintained statutory record as per statute and deprived the workers and not given statutory benefits under ESI Act, P. F. Act. It is the case of the complainants that respondent No.1 has orally stated and verbally told to the workmen that he intends to transfer the business to third party and that the concerned workmen better search for new employment. It is thus the case of the complainants that respondents have jointly, collectively committed unfair labour practice within the meaning of Item 9 of Schedule IV of the Act and that practice is still being continued. It is also prayed for by the complainants that Investigating Officer be appointed to verify genuineness of the records. It is thus, prayed that it be declared that the respondents have jointly and collectively engaged in unfair labour practice within the meaning of Item 9 of Schedule IV of the Act and they shall desist from engaging themselves as such in the said unfair labour practice and also to decide whether the respondents have maintained the genuine

records as per the available statute, to restrain transfer of work and possession of galas mentioned in the complaint to person without payment of security and permission. Interim relief application was preferred pending enquiry, especially for appointment of Investigating Officer. There is affidavit of Shri Ganesh Harishchandra Shirawale in support of the application Exh. U-2.

2. One Shri P. K. Gajjar has appeared in the matter stating that he is proprietor of M/s. P. K. Gajjar which is situated at 226, Kohinoor Industrial Estate, Goregaon (East), Mumbai. He states that list of employees annexed at Annexure A except the employees namely Mr. Vinod, Ravindra, Ajay, Ashok and Shashikant and no other employees are in the employment of respondent No.3 Rest of the employees are not the employees of the respondent No.1 M/s. P. K. Gajjar i.e. respondent No. 3. He admits that he is engaged in the business of polishing rough diamonds. He denies that he has engaged himself as alleged by the complainants. The complaint is not as per regulation No.100 of Industrial Court Regulation. According to the respondents it does not become clear from the complaint as to what has not been implemented and how Item No.9 of Schedule IV of the Act is attracted. He states that he is not occupant of gala No.206, 207 and 203 in Kohinoor Industrial Estate. He denies that business is being carried out in different names such as D. P. And Company, M/s. Glite Industries. He further denies that he is partner of any M/s. Shetty Diamonds. He admits that Mr. Samir Gajjar is his cousin. But denies that he is involved in any of the business of his. He states that there are 9 permanent employees and 10 temporary employees and that ESIC is applicable to them and those who can be covered under ESI Scheme have been covered with ESI Code No. 31-27369-43. All the employees have been paid as per the Minimum Wages applicable them. He denies that they have not maintained any statutory record as it was produced before Investigating Officer. It does not become clear as against whom the complaint has been filed. He denies that more than 50 employees have been employed by him. He states that he has been constrained to close business activity from 2nd September 2009. There was no business to the company and therefore, it became difficult to survive. Notice of closure was affixed in the company and the concerned department was informed accordingly. The concerned workmen who had not collected their earned wages for the month of August and one day of the September 2009 and their other legal dues if any, were offered their dues and respondent is ready to deposit the same. Investigating Officer was appointed and accordingly Investigating Officer visited the premises. He had observed that company is closed and wage register up till 31st May 2009 has been lost during transit and police complaint was lodged, as such for the reasons stated above, the respondents prayed for dismissal of the application Exh. U-2 and complaint itself. Order below Exh.U-2 was passed on 19th December 2009 directing the respondent to deposit earned wage of the complainants for the month of August and one day of September 2009 and their legal dues within one month from the date of the order except for complainant No.4. As the matter proceeded, issues were framed as per Exh. O-12. Issue No.1 is regarding unfair labour practice as alleged by the complainants. No.2 is regarding the reliefs sought for by the complainants of restraining order regarding transfer of work and possession of galas without payment of security and permission of the Court. Admittedly evidence in order to substantiate allegations is in the form of actually what is obtained by the Court by appointing Investigating Officer and the Investigating Officer report at Exh.O-10. Some documents regarding the information obtained by the complainants by making applications under RTI, the documents are at Exh. U-19, U-20, U-21 and U-22. The oral evidence is in the form of examination in chief of Complainant Shri Vinod Salekar, Ashokkumar Yadav, Manoj Yeshwant Vaidya, Shashikant Ramchandra Gulgule, Ravindra Balrup Pasi, Ishwar Kuwarji Patel, Vishal Patel. From the respondents side, there is affidavit of P. K. Gajjar. Learned Advocate Shri Torghal has brought to the notice the decisions of the Labour Judge in Complaint (ULP) Bo.360 of 2009, Complaint (ULP) No.374 of 2009, Complaint (ULP) No. 350 of 2009, Complaint (ULP) No.367 of 2009, Complaint (ULP) No. 372 of 2009, Complaint (ULP) No. 366 of 2009, Complaint (ULP) No.369

of 2009, Complaint (ULP) No.373 of 2009 and Complaint (ULP) No.375 of 2009, full and final settlement receipt D. P. And Company. After oral and documentary evidence was adduced by both the sides, I heard Learned Advocate Shri G. N. Shetia. He submitted that business was run by Shri P. K. Gajjar from Galas No. 226, 206 and 207. There is no trade name as such. Statutory record has not been maintained. ESI Cards were not issued. He relied upon the Investigating Officer's report and the report of Labour Officer which is at Exh. U-20. No salary slips have been issued and therefore, he submitted that for want of these statutory requirements being complied with, it shows that respondents have indulged in unfair labour practice within the meaning of Item 9 of Schedule IV of the Act. In support of his case, he relied upon decisions in *Kamani Tubes Ltd. V/s. Kamani Empl. Union and Ors. in 1987 II CLR page 263, 1990 II CLR page 641 in National General Mazdoor Union, Thane V/s. M/s. Nitin Casting Ltd. and Ors.* As against this Learned Advocate Shri Mohite for the respondents submitted that there were complaint filed by the same workmen before the Labour Court and it has been decided that company has been closed w.e.f. 2nd September 2009. The respondents have deposited all the legal dues. There is no functional integrity between the various establishments which are made party to the complaint. There is no evidence on record to show that either P. K. Gajjar or his wife Smt. Geeta were running the business in different names. As far as Shri Salekar is concerned he is unable to state the period for which he has worked. He was not appointed by Shri P. K. Gajjar. Shri Vishal Patel is not complainant. Same is the case with Shri Ashokkumar Yadav, Manoj Vaidya. It has been admitted by Shri Gulgule that he has received payment in cash as such, considering the Judgement of the Learned Labour Judge, according to Learned Advocate Shri Mohite, complainants have no case to stand before the Court. It is without any cause of action and is liable to dismissed. He relied upon decision in *2011 II CLR 677 Ranbir Singh V. Executive Engineer, 2003 III CLR 85 in General Labour Union (Red Flag), Mumbai V/s. Arjandas Metal Industries Pvt. Ltd. Mumbai and Ors.* submitting that when there are no prayers made, the Court cannot grant relief as sought for by the complainants. The day on which the complaint was preferred, there was no employer-employee relationship between the parties. I heard Learned Advocate Shri Shetia for the complainants and Learned Advocate Shri Mohite for the respondents. Following issues arise for my consideration and I record my findings against them for the reasons stated below.

<i>Issues</i>	<i>Findings</i>
(i) Whether the complainants prove that respondents have engaged and continued to engage themselves in unfair labour practice within the meaning of Item 9 of Schedule IV of the MRTU & PULP Act, 1971 ?	In the negative
(ii) Whether the complainants are entitled to any relief as prayed for ?	In the negative
(iii) What order ?	Complaint is dismissed with costs.

Reasons

3. *Issue Nos. 1 and 2* :— This is a complaint by following complainants. Shri Vinod Balu Salekar, Ravindra Balrup Pasi, Ajay Ramchandra Salvi, Ganesh Harishchandra Shirvale, Ashokkumar B. Yadav and Shashikant Ramchandra Gulgule with the following prayers, to decide whether the respondents have maintained genuine records as per the applicable statutes, to restrain the transfer of work and possession of galas mentioned in the complaint without security of payment and permission from the Court. There is no other prayer made in the complaint. There is a declaration sought regarding unfair labour practice within the meaning of Item 9 of Schedule IV of the Act, probably on the premise that the complaint they have made is for non maintenance

of statutory record by the respondents Shri P. K. Gajjar and Shri Samir Gajjar, who perpetually were running their business from Galas No.206, 206 and 226, at Kohinoor Industrial Estate, Western Express Highway, Goregaon (East), Mumbai. All these persons have been examined by the complainants. Their evidence will have to be looked into from the point of prayers which they have made i.e. reliefs they have sought and in the light of earlier decisions by the Labour Court to which they were party as complainants which I have already mentioned above, namely Complaint (ULP) No. 369 of 2009 by Shri Ashok Ramkaran Yadav. In the decision or Judgement by Learned Labour Judge the complaint was dismissed holding that his services were terminated w.e.f. 2nd September 2009. It was further held by the Learned Labour Judge that the company was closed permanently w.e.f. 2nd September 2009. It was also observed that the respondents have deposited the legal dues and therefore there is no *locus standi* for the complainant to file this complaint. It was answered that there is no unfair labour practice on the part of the respondents i.e. the present respondents who were also party respondents to that proceeding. In Complaint (ULP) No.375 of 2009, Shri Shashikant Ramchandra Gulgule is the complainant. The result was the same, resulting into the dismissal of the same complaint. Similar issues were answered in the similar fashion. In Complaint (ULP) No.367 of 2009 Shri Ajay Ramchandra Salvi is the complainant, who is also a party complainant to the present proceeding. Issues were answered in the same manner and the result was the same i.e. dismissal of the complaint. In Complaint (ULP) No. 350 of 2009 Shri Ravindra Balrup Pasi was the complainant. Complaint was dismissed with specific observations by the Learned Labour Judge that the establishment was closed on 2nd September 2009 and that these complainants failed to establish that their services were terminated w.e.f. 2nd September 2009. It was specifically observed that legal dues were deposited, and therefore, there was no cause of action for the complainants to file the complaint. The allegations in the present matter are regarding non maintenance of the record which is required under statutes and for this non maintenance of record, complaint of unfair labour practice was lodged. This complaint was preferred on 20th August 2009. Complaints by Learned Labour Judge were dismissed on 6th May 2011. In this Complaint the complainants have nowhere mentioned that they have preferred these complainants before the Labour Court against the same respondents alleging same unfair labour practice on their part and in fact pleading that their services were terminated w.e.f. 2nd September 2009. Shri Salekar in his cross-examination admits that the pursuant to the order of the Industrial Court the company has deposited all legal dues arising out of closure and that amount was deposited in the court. He admits that Exh.U-19 does not show the name of any worker in Gala No. 206 as per the report of the Investigating Officer. He admits that there is no documentary evidence to show that he has worked in Gala No.206. He admits that he was not working in Gala No.226 which was being run by M/s. P. K. Gajjar. His examination in chief does not speak about statutory provisions to be followed i.e. maintenance of various registers etc. or that he is asking for any relief, that the premises should not be transferred by any of the respondents. Shri Ajay Ramchandra Salve states that he had worked in Gala No. 206 till 2008 and for D. P. And company. He denies that he has voluntarily resigned by collecting dues of Rs 1,25,000. He admits that he had filed Complaint (ULP) No.367 of 2009 before 5th Labour Court, Mumbai asking for his reinstatement with full back wages. Admits that he had asked for maintenance of statutory record under Minimum Wages Act, ESI Act so on and so forth. He refers to Samir Gajjar as his manager. Shri Ashok Yadav submits that there is no record to show that he was employed by respondent No.1. Shri Manoj Vaidya is one of the complainants examined. He states that he had worked with Pradeep Gajjar, but nothing to show that he is working with Pradeep Gajjar. He states that there is no document to show that he has worked with Pradeep Kantilal Gajjar in Gala No.206 and 207. Shri Ravindra Pasi is one of the complainants. He is claiming his relationship as employee of employer Shri P. K. Gajjar. He has no documentary evidence to establish as such this relationship, as far as between the complainants and the respondents is concerned is not of that material value

because as far as his salary of August, 2009 and one day of September, 2009 is concerned, the amount has already been deposited in the Court by the respondents. The earlier proceedings preferred by the complainants before the Labour Court mentioned supra would prove that all the legal dues were deposited by the respondents. There is a closure of establishment, necessary formalities were followed and the complaints were found to be without any cause of action and therefore resulted into its dismissal. The reliefs prayed for in the present complaint are that they have not maintained record and to issue necessary directions for maintaining record under various labour laws. This complaint itself is misconceived, misleading and uncalled for especially the similar prayers were made as admitted by the complainants in similar proceedings before the Labour Court. Non maintenance of record is of no value when establishment itself is closed w.e.f. 2nd September 2009. Pleading that there services were terminated w.e.f. 2nd September 2009 and there is no amendment to the complaint to that effect, in fact the cause of action does not survive after the earlier complaints had resulted into dismissal of such complaints, as such I hold that complainants have failed to prove the unfair labour practice on the part of the respondents within the meaning of Item 9 of Schedule IV of the Act.

4. Since I have answered Issue No.1 in the negative and against the complainant, the reliefs cannot be considered especially of declaratory nature. The reliefs claimed for are so bizarre that is difficult to apprehend what these complainants want this Court to declare and direct respondents to do. The complaint itself is misconceived, untenable and as such not maintainable. Hence, issue No.2 will have to be answered in the negative and against the complainant as well. The complainants are neither entitled to declaratory relief nor consequential relief as prayed for, therefore, the complaint is liable to be dismissed with costs.

5. Complainant shall however be entitled to withdrawn the amount which has been deposited by the respondents in the Industrial Court and they shall be entitled to their respective share in the said amount as per their dues payable to them by the respondents. Office shall pay this amount to them on making application to this Court and after proper identification of them, the amount shall be paid to the concerned complainant by account payee cheque. Complainants shall however be entitled to withdrawn the amount as directed above and in the manner as stated in the concluding para after the payment of costs as directed above to the respondents. Hence, the following order.

Order

- (i) Complaint stands dismissed.
- (ii) Each of the complainant shall pay cost of Rs. 1000 to the respondents.
- (iii) With this complaint stands disposed of.

Mumbai,
dated the 13th February 2012.

A. R. MAHAJAN,
Member,
Industrial Court, Maharashtra,
Mumbai.

I/c. Registrar,
Industrial Court, Maharashtra, Mumbai.

IN THE INDUSTRIAL COURT, MAHARASHTRA AT MUMBAI

BEFORE SHRI A. R. MAHAJAN, MEMBER

Revision Application (ULP) No. 13 of 2012 and Revision Application (ULP) No.22 of 2012.—*In.*—Complaint (ULP) No.334 of 2008.—Revision Application (ULP) No.13 of 2012.—M/s. India book Distributors (Bombay) Ltd., 1007/1008, Arcadia, 195, Nariman Point, Mumbai 400 021.—*Applicant.*—*V/s.*—(1) Mr. Santosh Raghunath Desai—(2) Mr. Prakash Shivram Dhumal,—(3) Mr. Manohar Dhanu Sogam,—(4) Mr. Chandrakant Gopal Patil,—(5) Mr. Dinesh Kashiram Lokhande.—(6) Mr. Suryakant Gopal Patil and.—(7) Mr. Lakshman Eknath Bibave,—*C/o.* Advocate Ashish G. Nagwekar, Flat No.8, Anant Smruti, Opposite Adarsh Nagar, Prabhadevi, Mumbai 400 025.—*Opponents.*—*And.*—Revision Application (ULP) No.22 of 2012.—(1) Santosh Raghunath Desai.—(2) Mr. Prakash Shivram Dhumal,—(3) Mr. Manohar Dhanu Sogam,—(4) Mr. Chandrakant Gopal Patil,—(5) Mr. Dinesh Kashiram Lokhande.—(6) Mr. Surayakant Gopal Patil and.—(7) Mr. Lakshman Eknath Bibave, *C/o.* Advocate Ashish G. Nagwekar, Flat No.8, Anant Smruti, Opp. Adarsh Nagar, Prabhadevi, Mumbai 400 025.—*Applicants.*—*V/s.*—(1) M/s. India Book distributors (Bombay) Ltd.—(2) Mr. Ashok Joshi, Director, Finance At: B-8, Sangita Complex, Andheri-Kurla Road, Near Safed Pool, Telephone Exchange lane, Andheri (E.), Mumbai 400 072.—(3) Mr. Kamal Jagwani, Director,—(4) Mr. Harikishandas Chatlani, Director,—At. 1107/1108, Arcadia, 195, Nariman Point, Mumai 400 021.—*Opponents.*

CORAM.— Shri A. R. Mahajan, Member.

Appearances.— Shri R. R. Yadav, Advocate for the Applicant in Rev.13 of 2012 and Advocate for the Opponents in Rev.22 of 2012.

Shri Ashish Nagwekar, Advocate for the Opponents in Rev.13 of 2012 and Adv. for the Applicant in Rev.22 of 2012.

Common Judgement

(Delivered on 10th May 2012)

These two revisions are being decided by common Judgement and order since they arise out of the Judgement and order passed by Learned presiding officer of 7th Labour Court, Mumbai on 28th November 2011 in Complaint (ULP) No. 334 of 2008 by which order the Learned Lower Court has allowed the complaint partly declaring that the respondents have engaged and have been engaging in unfair labour practices within the meaning of items 1(a), 1(b) and 1(d) of the Schedule IV of the MRTU and PULP Act, 1971, directing them to cease and desist from engaging in unfair labour practices. The Lower Court has further directed the respondents to reinstate the complainant, but he did not awards any back wages but directed continuity of service *w.e.f.* 1st August 2008 with in two months, else they shall continue to pay ordinary wages to the complainants. Hence these two revisions one by the employer and another by workmen who have been denied back wages as claimed by them in the original complaint, whereas employer is coming against the order directing him to reinstate the concerned workmen with continuity of service as directed as per the impugned order.

2. The fact in brief of the complainant's case can be stated as under.

It is the case of the complainants that they have been working in the respondent establishment for more than 5 years. Their service record is clean. They were never issued with any chargesheet, memo or notice by the respondents. Respondent No.1 is Book distributor company and have track record of 25 years in the city. Respondent No.2 to 4 are directors and respondent No. 5 is General Manager. There are more than 100 employees working in the company, as such Chapter V-B of the

Industrial disputes Act applies to the company. (Subsequently it appears that party has dropped this ground of applicability of Chapter-V-B of Industrial Disputes Act.) It is the case of the complainants that they were in different categories such as office boys, sales representatives. They used to work from 8-00 a.m. to 8-00 pm every day without any overtime being paid to them. It is their case that respondents have engaged in unfair labour practices *w.e.f.* 31st July 2008. Some of the concerned employees had joined office of the respondents as office boys and remaining had joined as sales representatives. The business of the respondent was flourishing and they were making profit from it. However, in spite of this fact, it is the case of the complainants that the respondents issued them notices on 17th June 2008 of termination of their services on the ground that the business was running into losses, and therefore, they were required to close down newspaper distribution activity. There was no seniority list prepared as such. By the said notice the complainants were asked to collect dues from Accounts Department on 31st July 2008. It is their case that the workmen who are junior to them were not issued with such notices. The entire exercise was by method of pick and choose. Junior ones were spared by asking seniors to collect dues by terminating their services, It is their case that there was no permission from any authority of closing down the establishment or distribution department. The statutory provisions required under Labour Laws were not followed. It is their case insufficient compensation was paid to them. In the alternative, it is the claim of the complainants that there are less than 100 workmen, still provisions of section 25-F read with 2(oo) and Rule 80 and 81 of the Rules made under Industrial Disputes Act would be applicable. In para G, the details of the dues paid to them have been mentioned stating that they are too inadequate. It is their case that even after 31st July 2008. They had tried to search for alternative employment, but could not get one. It is thus the case of the complainants that respondents have committed unfair labour practices under items 1(a), (b), (d) and (f) of Schedule IV of the MRTU and PULP Act, 1971. As such they prayer clause (a), (b) and (c) with final reliefs claimed as direction to the respondents to reinstate the complainants, to pay them full back wages with continuity of service *w.e.f.* 31st July 2008.

3. At Exh. C-3 is the written statement. It is the case of the respondents that magazine department was closed down *w.e.f.* 1st August 2008 and legal dues were paid to them. It is their case that employer employee relationship came to an end *w.e.f.* 1st August 2008 and as such they have not right to file complaint. They are neither dismissed nor discharged and therefore there is no question of engaging in unfair labour practices under the MRTU and PULP Act, 1971. The services of the complainants have been retrenched due to closure of magazine section. They denied that they have employed more than 100 employees and therefore contend that Chapter V-B does not apply. It is their case that duty hours of the complainants were from 9-30 a.m. to 5-30 p.m with half an hour lunch interval. The question of payment of overtime does not arise. It is their case that in distributing the magazines and newspapers, the respondent company was losing money, and therefore, company gave notice to the distributors and therefore, distribution of magazines was stopped since February, 2008. However, at the request of the publisher, the work had continued till June, 2008. Most of the employees therefore resigned from the respondent organization. The complainants were given retrenchment notice on 17th June 2008 informing them that because of discontinuation of magazine section, their services have come to an end and they would stand retrenched *w.e.f.* 1st August 2008. They were asked to collect their dues on 31st July 2008. The entire department has been disbanded. All the employees working in the said department have been discontinued from service by retrenching them. The question of displaying seniority list does not arise. It is denied that junior persons to the complainants were retained. All the complainants except No.1 approached office for collecting their legal dues and accordingly they were paid so by cheque. All of them got employment in other companies. They have been legally retrenched due

to closure of magazine and newspaper section. As such, it is the case of the respondents that the services of the complainants came to be terminated by following due process of law and therefore, there is no reason to interfere with this process by allowing complaint and therefore, they prayed for dismissal of the complaint with costs. Issues were framed on 14th November 2009 by the 7th Labour Court, Mumbai. Issue No.1 is in respect of alleged unfair labour practice under Item 1(a), (b), (d) and (f) of Schedule IV of the MRTU and PULP Act, 1971, whether the complainants prove that. Issue No.2 is whether they prove that they have been retrenched by respondents w.e.f. 1st August 2008. Issue No.3 is regarding the declaration as sought for and issue No.4 is regarding the reliefs which they have asked for, if they are entitled to. The complainants themselves appeared in the matter and led their evidence in the form of affidavit in lieu of examination in chief. At Exh. U-13 is the affidavit of Santosh Raghunath Desai, at Exh. U-14 is the affidavit of Dinesh Kashiram Lokhande, At Exh. U-15 is the affidavit of Laxman Eknath Bibave, at Exh. U-16 is the affidavit of Manohar Banu Sogam, at Exh. U-17 is the affidavit of Chandrakant Gopal Patil, Exh. U-18 is the affidavit of Prakash Shivram Dhumal, and at Exh. U-19 is the affidavit of Suryakant Gopal Patil. Shri Ashok Joshi is the witness examined by the respondents. The documentary evidences in the form of notices which were given to individual employees i.e. to the complainants herein and the receipts of accepting legal dues by each one of them. Considering the oral and documentary evidence adduced by the parties, Learned Lower Court held that the complainants have proved that the respondents have engaged in unfair labours practices within the meaning of Items 1(a), (b) and (f) of Schedule IV of the MRTU and PULP Act, 1971. The Lower Court also held that the respondents have failed to prove that they had retrenched the services of the complainants w.e.f. 1st August 2008, and therefore, gave declaration of unfair labour practice with no relief as regards to back wages but reinstatement with continuity of service has been directed. Hence these two revisions, as observed above. I heard Learned Advocate Shri R. R. Yadav for the employer and Learned Advocate Shri Ashish Nagwekar for the employees. Learned Advocate Shri Yadav submitted that as regards to limitation no issue has been framed. Table shown in para 'g', does not disclose anything about retrenchment compensation. Section 25-F is not applicable since it is not mandatory in present case. He relied upon evidence of respondents' witness Shri Joshi at Exh.C-12. He submits that there were 25 employees in the magazine department and it is also contended by him that the original complainants were gainfully employed and therefore, he prayed for allowing the revisions by dismissing the complaint. I heard Learned Advocate Shri Nagwekar for the original complainants. Shri Yadav relied upon number of decisions namely, *Hotel Ambassador V/s. Its workmen and others, 1963 II LLJ page 87 SC*, on the point that apart of the establishment can be closed down and the services of the persons who are working in that closed down department can be retrenched. He relied upon *Engineering and Ancillary Manufacturers V/s. Salim Khan, 2004 II CLR 309 (Bom. H.C.)*. It is on the point of displaying seniority list and complying with the provisions of section 25-F, where the Hon'ble High Court has held that when the department is closed down, the question of retrenchment requiring compliance of Section 25-F does not arise. Seniority list need not be displayed as contemplated under rule 81. Learned Advocate, Shri Yadav relied upon decision in *Managing Director, Haryana Seeds Development Corporation Ltd. V/s. Presiding Officer and Anr. 1997 II CLR 395 SC*. Against two decisions, one of the Industrial Court and above of the Hon'ble High Court, the Hon'ble Apex Court reversed decision by setting aside Industrial Court's order and holding that as consequence of closure of industry, section 25-F is not attracted and rigour imposed thereunder stands excluded, Shri Yadav further relied upon *Management of Ramesh Hydromachs V/s. Labour Court Huble and Anr. 1996 I LLJ 334 (Karn. H. C.)* and *Narayan Poojari V/s. Labour Court, Chandra Vihar, 2002 Lab. I. C. 2762 (Andh. H. C.)*, *Radio and Electricals Ltd. V/s. Industrial Tribunal and ors. 1970 II LLJ 206 (Mad. H. C.)*; it has been held thus by Hon'ble Madras High Court that employer proposing to close establishment may serve notice of termination, if he

fails to do so, he becomes liable to pay wages for the period of notice. On closure of undertaking the workmen are undoubtedly entitled to notice and compensation in accordance with section 25-F as if they have been retrenched i.e. workmen are entitled beside compensation to a month notice or wages in lieu of such notice but by the use of words, as if the workmen had been retrenched. Shri Yadav also relied upon the decision in *Management of Hindustan Steel Ltd. V/s. The workmen and ors., 1973 AIR 878 SC.* in this decision, it has been held that even Closure or stoppage of a part of business or activities of the employer are covered by said section 25-FFF and that question has to be decided on the facts of each case. Shri Yadav further relied upon *Waxpol Industries Ltd. V/s. State of West Bengal and Ors. 2006 III CLR 298 (Cal. H.C.)*, wherein once compensation was accepted by the employee subsequent challenge to closure was not held proper. In *Rajasthan Small Industries Employees' Union V/s. State of Rajasthan and Ors. 1993 II LLJ (suppl) 361 (Raj H.C.)*. *Lal Bhavta Hotel Aur Bakery Mazdoor Union V/s. Ritz Private Ltd. And Anr. 2007 I CLR 907 (Bom. H.C.)* in the said decision there has been compensation comparison of section 25-FFF and Section 25-F of Industrial Disputes Act and they have held that they do not stand on the same footing. He also relied upon decision in *Workmen of Indian Leaf Tobacco Development Company Ltd. Gunter V/s. Indian Leaf Tobacco Development Company Ltd. Guntur, 1970 ILLJ 843 SC* in this decision the Apex court held that the closure may be treated as stoppage of part of a business of the company. Such stoppage of part of the business is an act of management which is entirely in the discretion of the company carrying on the business. No Industrial Tribunal, even in Reference under Section 10(1) (d) of the Industrial Disputes Act, could interfere with the discretion exercised in such a matter and could have power to direct a company to continue a part of the business which the company had decided a shut down. The Industrial Tribunal has no power under the Industrial Disputes Act to issue order to direct a company to reopen a closed depot or branch if the company has in fact closed it down. In *MSRTC V/s. Abdul Usman Mehboob Shaikh, 2000 III CLR 320 Bom H. C.* the Hon'ble High Court has made observations as to how the revision application should be dealt with while deciding the same and the matter was remanded. Shri Nagwekar relied upon the decisions in *C. N. Malla V/s. State of Jammu and Kashmir and Ors. 2009 III CLR 330*, as regards to payment of back wages. Another Hon'ble Apex Court decision reported in *2010 I LLJ 861 (SC) in Malwa Vanaspati and Chemical Co.Ltd. And Rajendra.* On the point of entitlement to full back wages, wherein it has been held that it depends upon the facts and circumstances of each case. In *Burhanuddin Sayyed Ali V/s. Rank Controls and Instruments Pvt. Ltd. And Anr. 2010 II CLR 557*, regarding payment of back wages. After considering oral and documentary evidence adduced by the parties and after hearing Learned Advocate Shri R. R. Yadav for the employer and Learned Advocate Shri Nagwekar for the employees and considering the decisions relied upon by them, following points arise for my determination and I record my findings against them as under for the reasons stated below.—

Points

Findings

- | | |
|--|----------------------------------|
| (1) Whether the findings of the Learned Labour Court are perverse and not sustainable in the facts and circumstances of the present case ? | In the affirmative. |
| (2) Whether the findings of the Learned Labour Court required interference ? | In the affirmative. |
| (3) Whether the complainants are entitled to claim full back wages ? | In the negative. |
| (4) What orders ? | Revision application is allowed. |

Reasons

4. *Points No.1, 2 and 3.*— Before I record my findings against points which I have framed in order to have appropriate directions to draw conclusions against issues by recording findings, in very brief, case of the parties is put up in *nut shell*. It is the case of the complainants that they have been working in the respondent company for more than 5 years and under the pretext that magazine and newspaper department is required to be closed because of financial losses, their services came to be terminated. It appears that and it is an undisputed fact that they were given notice in the month of June, 2008 that their services would be terminated *w.e.f.* 1st August 2008 and that 31st July 2008 will be last working day for them. In para 3-G of the complaint it is stated that Shri S. R. Desai has been paid compensation of Rs. 59, 378.35, Shri P. S. Dhumal has been paid compensation of Rs.1,14,838.45, Shri M. D. Sogam has been paid compensation of Rs.1, 19,000.20, Shri C. G. Patil has been paid compensation of Rs. 1,28,247.05, Shri D. K. Lokhande has been paid compensaion of Rs. 67,219.60, Shri S. G. Patil has been paid compensation of Rs. 54, 863. 50, and Shri L. E. Bibawe has been paid compensation of Rs. 76,651.60. The complainants had accepted this amount and excuted acknowledgment receipts specifically stating that they will have no claim to make against the employer, still by filing this complaint, it is their case that no procedure u/s.25-F r/w 2(OO) and rule 80 and 81 of Industrial Disputes Act has been followed by the employer and the compensation paid to them is inadequate and therefore, they made this claim stating that there is violation of the statutory provisions. Therefore, different items of Schedule IV of the MRTU and PULP Act are attracted. They claim reinstatement with full back wages with continuity of service. In view of this admitted position and undisputed facts, the evidence of the complainants will have to be looked into.

5. Shri S. R. Desai is complainant's witness No.1. His affidavit in lieu of examination in chief is at Exh. U-13. At Exh. U-14 is the affidavit of Dinesh Kashiram Lokhande, at Exh.U-15 is the affidavit of Laxman Eknath Bibave, at Exh. U-16 is the affidavit of Manohar Banu Sogam, at Exh.-U-17 is the affidavit of Chandrakant Gopal Patil, Exh.U-18 is the affidavit of Prakash Shivram Dhumal, and at Exh.U-19 is the affidavit of Suryakant Gopal Patil. On behalf of the respondents only one witness has been examined *i.e.* to say Shri Joshi the director of the company. Shri Joshi states that the complainants were retrenched by following due process of law *w.e.f.* 1st August 2008 due to closure of magazine department and they were paid their legal dues under the provisions of law. He states that they were neither dismissed nor discharged. They have been paid legal dues as per section 25-FFF of Industrial Disputes Act. What appears from his evidence is that respondent No.1 is engaged in distribution of magazines and newspapers and they are doing the business from 25 years in the city. Respondents No.2 to 4 are its directors and respondent No.5 is its General Manager. It is not an Industrial Establishment and as such Chapter 5-B of Insustrial Disputes Act does not apply. (It is pertinent to note that the complainants thereafter have given up their claim by admitting that Chapter 5-B does not apply to the facts and circumstances of the present case). According to Shri Joshi as stated by him, the complainanats were employed in the magazines and newspapers section of the company. Their working hours were from 9-30 a.m. to 5-30 p.m. with half an hours lunch interval. The complainants were supposed to distribute magazines and newspapers. The respondent company was loosing money and therefore given notice to distributors and as such respondent company stopped distributing magazines since February, 2008. On the request of the publisher, the respondent continued the distribution till June, 2008. But it was not possible to do it thereafter. It is his case that all the employees including the complainants were aware of this fact. Therefore most of the complainants have resigned and collected their dues. Here the complainants were given the retrenchment notice dated 17th June 2008 informing them that due to discontinuance of the magazine section, their services stand

terminated *w.e.f.* 1st August 2008 and they were intimated to collect their dues on 31st July 2008. It is his case that entire department has been discontinued and all the employees working over there were retrenched and therefore, no seniority list was displayed. He denied the allegations made against company saying that they are false and unsustainable. It is his case as stated by him that the complainants had received the cheques of their legal dues. They had deposited the cheques in the bank accounts and encashed the same. The complaint has been filed with *malafide* intention to extract money from them. It is the case of this witness that even the distribution rights of the newspapers have been surrendered. He gives the list of magazines which the company had surrendered its rights of distribution. Day-to-day payment was not coming from the customers. The income was getting reduced day by day which has forced the company to close magazine department. He states that merely small quantity of the imported magazines is directed to Delhi office of the respondent company of which most of the customers are subscribers and hence distributed by post/courier. The witness has been cross-examined by the Learned Advocate Shri Nagwekar for the complainants. From the cross-examination nothing can be gathered that the respondent company has paid the compensation which is inadequate and which does not include retrenchment compensation. We now come to the evidence of the complainants themselves. All the witnesses say in the similar words in the same voice that the compensation paid to them is inadequate and not as per law. What appears from their grievance is that they are claiming more compensation as per law. How much compensation each one of them is entitled to, all the complainants are silent about it. Even the cross-examination of these complainants more or less is almost similar. What appears from their cross examination is that newspaper and magazine section was closed. They admit that the respondents discontinued the dealership of local magazines. All the witness *i.e.* all the 7 complainants admits that they have collected their dues, from the accounts department on 31st July 2008 *i.e.* last working day.

As stated above the complainants got following compensation :—

Name	Date of Joining	Last Wages	Bonus	Leave Wages	Gratuity	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
S. R. Desai	1st May 1995	4,950	10,560	571	24,750	59,378.35
P. S. Dhumal	1st January 1984	5,400	10,560	5,815	24,750	1,14,838.45
M. D. Sogam	1st January 1988	7,300	11,200	16,706	42,404	1,19,000.20
C. G. Patil	15th June 1984	7,425	11,200	13,640	48,462	1,28,247.05
D. K. Lokhande.	1st April 1996	5,450	10,560	6,184	22,846	67,219.60
S. G. Patil	1st January 1994	5, 00	10,560	0	26,846	54,863.50
L. E. Bibawe	1st January 1996	5, 50	10,560	15,616	22,846	76,651.60

They admit that the respondent is sending imported magazines by post or by courier. It is also admitted by all of them that most of the workers have left their employment voluntarily and accepted their compensation. It appears from their deposition that each one of them accepted compensations and joined new employment for example, Shri Santosh Desai is working in Cosmo Women and drawing Rs. 5,000 per month. Whereas Shri Dinesh Lokhande has joined at Parents Today and drawing salary of Rs. 5,000 per month and Shri Laxman Bibave has joined Info Media and drawing Rs. 6,000 per month, Mr. Manohar D. Sogam has joined Media Star Drawing Rs.9,000

per month, Shri Chandrakant G. Patil has joined Search, World Book Shop drawing Rs. 10,000 per month, and Shri Suryakant Gopal Patil, has joined Business World and doing agricultural work and earning Rs. 1,500 to Rs. 2,000 What appears from the cross-examination of these witnesses is that they have accepted the compensation and have either secured alternative employment elsewhere or even looking after their agricultural land. This evidence, as it appears from the order passed by the Lower Court has been totally ignored by him. All these undisputed and admitted facts have been not looked into by the Learned Labour Judge and he simply came to the conclusion that due procedure of retrenchment and giving retrenchment compensation has not been followed. Had he applied his mind and read the evidence, especially the cross-examination of the complainants, he would have certainly come to the different conclusion. There are acknowledgement receipts which have been placed on record by the employer, wherein it has been specifically stated how much retrenchment compensation has been paid to each of the employee. What is stated in para 3-g of the complaint and what is tried to be pointed out to this Court by Learned Advocate Shri Nagwekar by referring to para 3-g, is that the chart does not show retrenchment compensation paid to them, and therefore, they are entitled for retrenchment compensation and as the same has not been paid to them they are entitled for full back wages with continuity of service ignoring their own admissions that they are working elsewhere drawing much more salary than what they were getting from the respondents. The question of one month's notice pay does not arise. The notice was already served on 17th june 2008 that their services would be terminated. The notice period is of 4 weeks, therefore, notice as contemplated u/s.25-FFF or 25-F of Industrial Disputes Act. Besides this, it will have to be observed that entire magazine and newspaper section has been closed. It cannot be strictly said as retrenchment. It is a closure of part of the department which is permissible as per law. It does not become therefore, necessary that a common seniority list of the workers is to be maintained. When the establishment *i.e.* Distribution of Magazine and newspaper has been closed down, which is undisputed fact, the question of seniority list does not arise in the present case. only payment of compensation would arise. Acknowledgement receipts and the fact that they had accepted and secured employment shows that they have lost their claim u/s. 25-FFF or 25-FF of Industrial Disputes Act. Termination has been offered because of the closure of the section/department. Therefore, no illegality. The observations of Learned Labour Judge are therefore, not sustainable when he directs reinstatement, he has not bothered to see that they are employed on almost double the salary of what they were getting from respondent employer. He did not find it necessary to ask himself if they were ready to quite their new employment and join the respondent company, and therefore direction itself is uncalled for reinstatement with continuity of service. Their services have been properly terminated. The particulars of the retrenchment compensation have been given in the acknowledgement receipt. This includes in that compensation as stated by the complainant in para 3-g of their complaint. Therefore I answer this point No.1 in the affirmative and in favour of the employer and therefore revision will have to be allowed by setting aside the order regarding reinstatement with continuity of service, since I have held that the services of the complainants were properly terminated by paying them legal dues with retrenchment compensation as contemplated u/s. 25-FFF r/w section 25-F the revision preferred by the original complainants, therefore fails. Accordingly I answer point No.2 in the affirmative and point No.3 in the negative and proceed to pass following order :—

Order

(1) Revision application (ULP) No.13 of 2012 is hereby allowed.

(2) The order dated 28th November 2011 passed by 7th Labour Court in Complaint (ULP) No.334 of 2008 directing the respondents to reinstate the original complainants with continuity of service is hereby set aside.

(3) Revision application (ULP) No.22 of 2012 stands dismissed.

(4) In the facts and circumstances of the case, there shall be no orders as to costs.

(5) R. and P. be sent back to Labour Court forthwith.

Mumbai,
dated the 10th may 2012.

A. R. MAHAJAN,
Member,
Industrial Court, Maharashtra,
Mumbai.

Sd...
I/c. Registrar
Industrial Court, Maharashtra,
dated the 24th May 2012.

पुढील अधिसूचना इत्यादी असाधारण राजपत्र म्हणून त्यांच्यासमोर दर्शविलेल्या दिनांकांना प्रसिद्ध झालेल्या आहेत :—

१३७

सोमवार, जून २, २०१४/ज्येष्ठ १२, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

हुतात्मा राजगुरु चौक, मादाम कामा रोड, मंत्रालय,
मुंबई ४०० ०३२, दिनांक २ जून २०१४

अधिसूचना

महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१.

क्रमांक एसजीए. २०१४/प्र.क्र. २०९/कामगार-५.—ज्याअर्थी, ज्यांची नावे यासोबत जोडलेल्या अनुसूची एक च्या स्तंभ (२) मध्ये नमूद केलेली आहेत अशा विवक्षित सुरक्षा रक्षकांना (यात यापुढे ज्यांचा उल्लेख “उक्त सुरक्षा रक्षक” असा करण्यात आला आहे), उक्त अनुसूची एक च्या स्तंभ (४) मध्ये नमूद केलेल्या मुख्य मालकांकडे कामावर ठेवलेले आहे, अशा मे. शेरा सिक्युरिटी सर्व्हिसेस (बृहन्मुंबई व ठाणे), आर/७६, पहिला मजला, आर.एन.ए. आर्केड, क्रिस्टल एव्हेन्यु को-ऑप. हौ. सोसायटी लि., लोखंडवाला कॉम्प्लेक्स, अंधेरी (पश्चिम), मुंबई ४०० ०५३ व मालक श्री. राजकुमार मुन्शी सिंह यांनी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ (१९८१ चा महा. ५८) याच्या कलम २३ अन्वये, उक्त अधिनियमाच्या सर्व तरतुदी आणि महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ (यात यापुढे ज्याचा उल्लेख “उक्त योजना” असा करण्यात आला आहे) यांच्या अंमलबजावणीतून सूट मिळण्यासाठी अर्ज केला आहे ;

आणि ज्याअर्थी, सल्लागार समितीशी विचारविनिमय केल्यानंतर व उक्त सुरक्षा रक्षकांना मिळत असलेल्या लाभांची पडताळणी केल्यानंतर, त्यांना मिळत असणारे लाभ हे उक्त अधिनियमाद्वारे व त्या अधिनियमान्वये आणि उक्त योजनेद्वारे व तदन्वये तरतूद केलेल्या लाभांपेक्षा एकंदरीत पाहता कमी फायदेशीर नाहीत, असे महाराष्ट्र शासनाचे मत झालेले आहे ;

त्याअर्थी, आता, महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ याच्या कलम २३ अन्वये प्रदान केलेल्या अधिकारांचा वापर करून महाराष्ट्र शासन याद्वारे उक्त अधिनियमाच्या व उक्त योजनेच्या सर्व तरतुदींच्या अंमलबजावणीतून उक्त खाजगी सुरक्षा रक्षकांना, यासोबत जोडलेल्या अनुसूची-२ मध्ये विनिर्दिष्ट केलेल्या शर्तीच्या अधीन राहून, **राजपत्रात** ही अधिसूचना प्रसिद्ध केल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीसाठी सूट देत आहे.

अनुसूची १

अ.क्र. (१)	सुरक्षा रक्षकाचे नाव (२)	वर्ग (३)	मुख्य मालकाचे नाव व पत्ता (४)
१	बिपीनकुमार सुरेश सिंह	सुरक्षा रक्षक	मे. आर. एन. ए. शॉपिंग सेंटर, लोखंडवाला संकुल, अंधेरी (पश्चिम), मुंबई ४०० ०५३.
२	जटाशंकर उषेंद्र पाठक	सुरक्षा रक्षक	—,,—
३	उदयरज राजपती यादव	सुरक्षा रक्षक	—,,—
४	शंभूनाथ रामभरत सिंह	सुरक्षा रक्षक	—,,—
५	उमेश सतपुरा राय	सुरक्षा रक्षक	—,,—
६	अमरनाथ मुन्शी सिंह	सुरक्षा रक्षक	—,,—
७	किशोर नारायण गोयल	सुरक्षा रक्षक	—,,—
८	उमाशंकर रामप्रसन्न सिंह	सुरक्षा रक्षक	—,,—
९	रामदेव किसुन यादव	सुरक्षा रक्षक	—,,—
१०	प्रभातरंजन राजेंद्रप्रसाद सिंह	सुरक्षा रक्षक	—,,—
११	रामलखन लालमणी पांडे	सुरक्षा रक्षक	—,,—
१२	पुलिस रामायण राम	सुरक्षा रक्षक	—,,—

टीप.—महाराष्ट्र शासन या सुरक्षा रक्षकांबाबत कोणत्याही प्रकारची हमी घेत नाही. मुख्य मालक स्वतःच्या जबाबदारीवर सुरक्षा रक्षकांना कामे देऊ शकतात.

अनुसूची २

मालक एजन्सीने व मुख्य मालकांनी पाळावयाच्या शर्ती

१. **पोलीस तपासणी.**— सुरक्षा रक्षकांच्या तसेच एजन्सीच्या मालकांच्या पूर्वइतिहासाबाबत पोलीस पडताळणी दाखला तसेच एजन्सीकडे केंद्र शासनाच्या खाजगी सुरक्षा एजन्सी (नियमन) कायदा, २००५ अंतर्गत परवाना असणे आवश्यक असेल.

२. **प्रशिक्षण.**— सुरक्षा रक्षकांना नियुक्त करण्यापूर्वी पुरेसे प्रशिक्षण देणे आवश्यक असेल.

३. **शैक्षणिक, शारीरिक आणि इतर पात्रता.**— सुरक्षा रक्षकांची शैक्षणिक व शारीरिक पात्रता पुढीलप्रमाणे असेल :—

किमान शैक्षणिक पात्रता.— इयत्ता ८ वी उत्तीर्ण.

शारीरिक पात्रता.— (अ) (१) उंची - १६२ सें.मी.

(२) वजन - ५० किलो

(३) छाती - न फुगवता - ७९ सें.मी.

फुगवून - ८४ सें.मी.

(४) नजर - दृष्टी चष्मा असल्यास, नंबर जास्त नसावा.

(ब) आदिवासी उमेदवारांना उंचीमध्ये ५ सें.मी. व छातीमध्ये २ सें.मी. ची सवलत देण्यात यावी.

४. **लाभ.**— सुरक्षा रक्षकांना पुढील लाभ मिळतील :—

(अ) गणवेश प्रत्येक वर्षाला २ जोड.

(ब) चामडी बूट प्रत्येक वर्षात १ जोड.

(क) पावसाळी व हिवाळी गणवेश— (२ वर्षातून एकदा) रेनकोट, ट्राऊझर, टोपी, वूलन कोट व पॅट.

५. **वेतन व इतर कायदेशीर सवलती.**— सूट दिलेल्या सुरक्षा रक्षकाने राष्ट्रीयीकृत बँकेमध्ये आपले खाते उघडावे व मालक एजन्सीने मुख्य मालकाकडे तैनात केलेल्या सुरक्षा रक्षकांच्या देय वेतनाच्या रकमेइतका रेखांकित धनादेश ७ तारखेपर्यंत वैयक्तिकरीत्या सुरक्षा रक्षकास द्यावा. सुरक्षा रक्षकास दिलेल्या वेतनाबाबतचे सविस्तर तपशील नमुना “क” मधील विवरणपत्रामध्ये भरून सुरक्षा रक्षक मंडळास दर महिन्याच्या १० तारखेपर्यंत पाठवावे. मालक एजन्सीने खाली दर्शविल्याप्रमाणे लाभ सुरक्षा रक्षकांना द्यावेत :—

सानुग्रह अनुदान : वेतनाच्या १० टक्के

उपदान : वेतनाच्या ४ टक्के

भरपगारी रजा : वेतनाच्या ६ टक्के

भरपगारी सुट्टी : वेतनाच्या १ टक्का

सुरक्षा रक्षकांना लागू असलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजना यांच्या वजाती मालक एजन्सीने परस्पर संबंधित प्राधिकरणाकडे जमा कराव्यात आणि त्यांचे चलन माहितीसाठी मंडळास सादर करावे. मालक एजन्सीने भरणा केलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजनेच्या वजातीबाबतच्या पावत्या/चलन सुरक्षा रक्षकांना नियमितपणे देऊन त्या संदर्भातील एकत्रित तपशील शासनास, कामगार आयुक्त कार्यालयास व सुरक्षा रक्षक मंडळास प्रत्येक ६ महिन्यांनी सादर करावा, असे न केल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

६. **अतिकालिक भत्ता.**— सुरक्षा रक्षकांना मिळणारा अतिकालिक भत्ता हा मंडळाने नोंदीत सुरक्षा रक्षकांसाठी निश्चित केलेल्या वेतन दराच्या दुप्पट दरापेक्षा कमी नसावा, याबाबत संबंधित मुख्य मालकाची अंतिम जबाबदारी राहिल.

सुरक्षा रक्षकांना देय वेतन व लाभ देणे मुख्य मालकांची जबाबदारी असून मुख्य मालकाने त्यांच्याकडे तैनात करण्यात आलेल्या सुरक्षा रक्षकांना अधिनियम आणि योजनेतील तरतुदीनुसार वेतन व लाभ मिळत आहेत याची खात्री करून घेणे बंधनकारक असेल.

७. **विवरणपत्र सादर करणे.— (अ) त्रैमासिक विवरणपत्र.**—मालक एजन्सीजने सुरक्षा रक्षकांच्या नियुक्तीबाबतचे त्रैमासिक विवरणपत्र प्रत्येक त्रैमासिकाच्या (जानेवारी, एप्रिल, जुलै व ऑक्टोबर महिन्याच्या) पहिल्या आठवड्यात सोबत जोडलेल्या नमुना “अ” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळास सादर करावे.

(ब) सहामाही विवरणपत्र.— (१) नियुक्त केलेल्या, नोकरी सोडून गेलेल्या आणि नव्याने भरती केलेल्या सुरक्षा रक्षकांबाबतचे विवरणपत्र दर ६ महिन्यांनी सोबत जोडलेल्या नमुना “ब” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळ यांना एजन्सीने सादर करावे.

(२) भविष्यनिर्वाह निधी व राज्य कामगार विमा योजनेची वर्गणी एजन्सीने नियमित भरून संबंधित सुरक्षा रक्षकांना त्यासंबंधी वेळोवेळी पावत्या द्याव्यात व दर सहा महिन्यात तसे केल्याबाबतचा अहवाल शासनास, कामगार आयुक्त व सुरक्षा रक्षक मंडळास द्यावा.

(३) यापूर्वीच्या भविष्यनिर्वाह निधीच्या रकमा व राज्य कामगार विमा योजनेची वर्गणी भरल्याबाबतचा पुरावा शासनाकडे सदर अधिसूचना निर्गमित झाल्यापासून तीन महिन्यांच्या आत सादर करावा. अन्यथा संबंधित सुरक्षा रक्षकांना देण्यात आलेली सूट रद्द करण्यात येईल.

(क) वार्षिक विवरणपत्र.— प्रत्येक मालक एजन्सीने, सनदी लेखापाल यांनी प्रमाणित केलेले वार्षिक विवरणपत्र सोबत जोडलेल्या नमुना “ड” मध्ये दरवर्षी ३० जून पर्यंत शासनास तसेच मंडळास सादर करावे. ज्यात एजन्सीने भरलेला आयकर, सुरक्षा रक्षकांचा जमा केलेला भविष्य निर्वाह निधी व कामगार राज्य विमा याबाबतच्या चलानाच्या प्रती व इतर तपशील असेल.

८. **एजन्सीची व सूट प्राप्त सुरक्षा रक्षकांची मंडळाकडे नोंदणी.**— अधिसूचनेच्या दिनांकापासून एक महिन्याच्या कालावधीत उक्त मंडळाकडे महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १३(२) व १४(३) मधील तरतुदीनुसार एजन्सीजने स्वतःची मालक म्हणून आणि त्यांच्याकडील सूट प्राप्त सुरक्षा रक्षकांची विहित नमुन्यातील अर्ज व शुल्क भरून मंडळात नोंदणी करून घ्यावी.

९. **एजन्सीच्या मुख्य मालकांची मंडळाकडे नोंदणी.**— सूट प्राप्त सुरक्षा रक्षकांच्या एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने अधिसूचनेच्या दिनांकापासून १५ दिवसांचे आत योजनेच्या खंड १३(१)(अ) अन्वये स्वतःची मंडळात विहित नमुन्यातील अर्ज व शुल्क भरून नोंदणी करून घ्यावी.

१०. **नोंदणी शुल्क.**— एजन्सीने तसेच सूट प्राप्त सुरक्षा रक्षकाने मंडळाकडे नोंदणी करतेवेळी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १७ मधील तरतुदीनुसार मंडळाकडे विहित कालावधीत आवश्यक ते नोंदणी शुल्क भरले पाहिजे.

११. **नोंदणीकृत कार्यालय.**— एजन्सीचे नोंदणीकृत कार्यालय असावे आणि त्याबाबतची माहिती एजन्सीने शासन, कामगार आयुक्त व मंडळास द्यावी. नोंदणीकृत कार्यालयाचा पत्ता बदलल्यास अथवा एजन्सीच्या नावात बदल झाल्यास १५ दिवसांचे आत बदलाबाबतच्या आवश्यक त्या कागदोपत्री पुराव्यासह शासनास व मंडळास कळवावे, जेणेकरून शासन सुधारित अधिसूचना जारी करील. सुधारित अधिसूचना जारी झाल्यानंतर मंडळ झालेल्या बदलांची नोंद घेईल.

१२. **सुरक्षा रक्षकांची नियुक्ती.**— उक्त मंडळाकडे ज्या मुख्य मालकांची नोंदणी झाली आहे आणि/किंवा जे उक्त मुख्य मालक मंडळाच्या सुरक्षा रक्षकांच्या सेवेचा लाभ घेत आहेत अशा मुख्य मालकांकडे एजन्सी त्यांचेकडील सुरक्षा रक्षक नेमणार नाही. अशा प्रकारे सुरक्षा रक्षक नेमल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

१३. **ओळखपत्र व हजेरी कार्ड देणे.**— खाजगी सुरक्षा रक्षक एजन्सी त्यांचेकडील सुरक्षा रक्षकांना व अधिकाऱ्यांना नियुक्त केल्यापासून ३० दिवसांच्या आत ओळखपत्र व हजेरीकार्ड देईल.

१४. **कायदेशीर देणी अदा करणे.**— सुरक्षा रक्षक ज्यावेळी एजन्सीची नोकरी सोडतील, त्या वेळी त्यांना देय असलेली सर्व कायदेशीर देणी (उपदान व इतर कायदेशीर देणी) एजन्सीने अदा करून त्याबाबत झालेल्या व्यवहारांच्या प्रती मंडळाकडे सादर करणे एजन्सीला बंधनकारक राहील.

१५. **एकावेळी एकाच मुख्य मालकाकडे नोकरी.**— सुरक्षा रक्षक एकावेळी एकापेक्षा अधिक मुख्य मालकाकडे काम करणार नाही. याबाबत प्रत्येक सुरक्षा रक्षक एजन्सीने खात्री करून घेतली पाहिजे.

१६. **एखाद्या सुरक्षा रक्षकास त्याच्या निवासस्थानापासून ५० कि.मी. पेक्षा अधिक अंतरावर काम करण्यासाठी पाठविल्यास मालक एजन्सीने त्याच्या एकूण वेतनाच्या २० टक्के रक्कम त्याला भत्ता म्हणून द्यावी.**

१७. **सुरक्षा रक्षकांच्या फायद्यांसंदर्भात शासनाने किंवा मंडळाने भविष्यकाळात घातलेल्या अटी व शर्तीचे पालन करणे एजन्सीला, तसेच मुख्य मालकाला बंधनकारक राहील.**

१८. मालक एजन्सीने त्यांच्या सुरक्षा रक्षकांना सूट प्राप्त झाल्यानंतर, सुरक्षा रक्षकांच्या वेतनाच्या ३ टक्के एवढी लेव्ही दरमहा १० तारखेपर्यंत मंडळास देय राहिल. सदर लेव्ही अधिसूचना निर्गमित झाल्याच्या दिनांकापासून १ महिन्याच्या आत मंडळाकडे जमा करणे अनिवार्य राहिल.

मंडळाने विनिर्दिष्ट केलेल्या कालमर्यादेत लेव्हीची रक्कम भरण्यात जे नियोक्ता अभिकरण सातत्याने कसूर करील ते नियोक्ता अभिकरण मंडळाने भरणा करण्यास निर्धारित केलेल्या रकमेच्या १० टक्क्यांहून अधिक असणार नाही इतका अधिभार दंडाच्या रुपाने मंडळाकडे भरील.

१९. मालक एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने करार संपुष्टात आल्यानंतर वा इतर कोणत्याही कारणामुळे सुरक्षा रक्षकांची सेवा घेणे बंद केले असल्यास सेवा खंडीत केल्याच्या दिनांकापासून ७ दिवसांच्या आत अशा मुख्य मालकाची व तेथून कमी केलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास सादर करील. अशा मुख्य मालकाची अधिसूचनेनुसार घेतलेली मंडळातील नोंदणी रद्द होईल. तसेच मालक एजन्सीकडून नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास व नजीकच्या पोलीस ठाण्यास ७ दिवसांच्या आत सादर करील. अशाप्रकारे नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नोंदणी मंडळ रद्द करील.

२०. मुख्य मालकाकडून सुरक्षा रक्षकांच्या कामाच्या मोबदल्यापोटी एजन्सीकडे जमा होणाऱ्या रकमेपैकी, मंडळाने सुरक्षा रक्षकांच्या वेतनापोटी निश्चित केलेली रक्कम तसेच सर्व वैधानिक रकमा जसे भविष्यनिर्वाह निधी, कामगार राज्य विमा योजना, बोनस प्रदान, रजा वेतन, राष्ट्रीय सुट्ट्यांचे वेतन यांसाठी विनियमित केले जाईल निदान इतकी रक्कम किंवा मुख्य मालकाने एजन्सीला अदा केलेल्या रकमेच्या ५६ टक्के इतकी रक्कम किंवा यापैकी जी अधिक असेल ती सुरक्षा रक्षक एजन्सीनी सुरक्षा रक्षकांना अदा करणे आवश्यक आहे.

२१. सुरक्षा रक्षकांना साप्ताहिक सुट्टी उपभोगण्याकरिता कार्यमुक्त करणाऱ्या सुरक्षा रक्षकांचे वेतन मुख्य मालक एजन्सीला अदा करील. हे वेतन यथा प्रमाण पद्धतीवर आधारित असेल व ही रक्कम मूळ वेतनाच्या १०% अथवा जी अधिक असेल इतकी असेल.

२२. सुरक्षा रक्षक मंडळामध्ये जमा करावयाची लेव्ही, सुरक्षा रक्षकांच्या प्रशिक्षणासाठीचा खर्च, देखरेखीवरील खर्च, तसेच एजन्सीचा प्रशासकीय खर्च व नफा या सर्व गोष्टींचा खर्च हा मुख्य मालकाने एजन्सीकडे जमा केलेल्या एकूण रकमेच्या ३०% रकमेपेक्षा जास्त नसावा.

२३. उपरोक्त अनिवार्य लादलेल्या खर्चावर नियमानुसार सेवाकर आकारला जाईल व सेवाकर त्या त्या वेळी अंमलात असलेल्या दरानुसार असेल.

२४. या व्यतिरिक्त सुरक्षा रक्षकांना गणवेश दिला जाईल व त्यासाठी ४% रक्कम दरवर्षी राखीव ठेवण्यात येईल.

२५. सुरक्षा रक्षकांना त्यांचे वेतन पुढील महिन्याच्या सात तारखेपर्यंत देण्यात यावे.

वरीलपैकी कोणत्याही शर्तीचे मालक एजन्सीने उल्लंघन केल्यास त्यांना देण्यात आलेली सूट रद्द करण्यात येईल किंवा काढून टाकण्यात येईल.

अटी, शर्ती व नियमांचे तंतोतंत पालन होण्याबाबतची जबाबदारी मुख्य मालकाची असेल. अधिसूचनेतील तरतुदीनुसार सुरक्षा रक्षकांना एजन्सीने फायदे दिले नसल्यास सूट प्राप्त सुरक्षा रक्षकांना सदर फायदे देण्याची जबाबदारी मुख्य मालकाची असेल.

नमुना ' अ '

सुरक्षा रक्षक एजन्सीने सादर करावयाचे त्रैमासिक विवरणपत्र

महिन्यांचे त्रैमासिक विवरणपत्र :

दिनांक :

जानेवारी-मार्च,

एप्रिल-जून,

जुलै-सप्टेंबर,

ऑक्टोबर-डिसेंबर.

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अनु- क्रमांक (१)	मुख्य मालकाचे नाव व पत्ता (२)	सुरक्षा रक्षकांच्या नियुक्तीचे ठिकाण (३)	सुरक्षा रक्षकांचे नाव व वर्ग (४)
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प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

नमुना ' ब '

सुरक्षा रक्षक एजन्सीने सादर करावयाचे सहामाही विवरणपत्र

विवरणपत्राचा कालावधी : जानेवारी ते जून/जुलै ते डिसेंबर

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	मुख्य मालकाचे नाव व पत्ता	नियुक्त केलेल्या सुरक्षा रक्षकांची वर्गनिहाय एकूण संख्या	सुरक्षा रक्षक एजन्सी सोडून गेलेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या	नव्याने भरती झालेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या
(१)	(२)	(३)	(४)	(५)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

नमुना 'क'

एजन्सीने वेतन प्रदानाबाबत सुरक्षा रक्षक मंडळास सादर करावयाचे विवरणपत्र

वेतन प्रदानाचा महिना :

मुख्य मालकाचे नाव व पत्ता :

बँकेचे नाव (शाखा व पत्ता) :

अनु- क्रमांक	सुरक्षा रक्षकाचे नाव	धनादेश क्रमांक व दिनांक	रक्कम
(१)	(२)	(३)	(४)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

नमुना 'ड'

सुरक्षा रक्षक एजन्सीने सादर करावयाचे वार्षिक विवरणपत्र

वार्षिक विवरणपत्राचे आर्थिक वर्ष :

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	महिने (एप्रिल ते मार्च)	नियुक्त केलेल्या सुरक्षा रक्षकांची संख्या	सुरक्षा रक्षकांना अदा केलेले एकूण वेतन	भविष्य निर्वाह निधी ज्यावर कपात केली आहे असे वेतन	मंडळाकडे जमा केलेली ३ टक्के लेव्ही रक्कम
(१)	(२)	(३)	(४)	(५)	(६)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

ना. द. थोरवे,

कार्यासन अधिकारी.

In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. SGA. 2014/CR-209/LAB-5, dated the 2nd June 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

A. G. ASWALE,

Joint Secretary (Labour) to Government of Maharashtra.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Hutatma Rajguru Chowk, Madam Cama Road,
Mantralaya, Mumbai 400 032, dated the 2nd June 2014

NOTIFICATION

MAHARASHTRA PRIVATE SECURITY GUARDS (REGULATION OF EMPLOYMENT AND WELFARE) ACT, 1981.

No. SGA.2014/C.R. 209/LAB-5.— Whereas, certain Security Guards whose names are mentioned in Column (2) of Schedule I appended hereto (hereinafter referred to as “the said Security Guards”), employed with the Principal Employer mentioned in Column (4) of the said Schedule I, employed by M/s. Shera Security Services (Brihanmumbai and Thane) R/76, 1st Floor, R.N.A. Arcade, Crystal Avenue Co-op. Housing Society Ltd., Lokhandwala Complex, Andheri (West), Mumbai 400 053 and owner Shri Rajkumar Munshi Singh have applied for grant of exemption, under Section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 (Mah. LVIII of 1981) from the operation of all provisions of the said Act and the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002 (hereinafter referred to as “the said Scheme”);

And whereas, the Government of Maharashtra, after consultation with the Advisory Committee and after verification of the benefits enjoyed by the said Security Guards is of the opinion that they are in enjoyment of benefits, which are on the whole not less favourable to them than the benefits provided by and under the said Act and the said Scheme ;

Now, therefore, in exercise of powers conferred by Section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981, the Government of Maharashtra hereby exempts the said Security Guards from operations of all provisions of the said Act and the said Scheme, for a period of three years from the date of publication of this notification in *Official Gazette*, subject to conditions specified in Schedule II appended hereto :—

Schedule-I

Sr. No. (1)	Name of Security Guards (2)	Class (3)	Name and address of Principal Employer (4)
1	Bipinkumar Suresh Singh	Security Guard	M/s. R. N. A. Shopping Centre, Lokhandwala Complex, Andheri (West), Mumbai 400 053.
2	Jatashankar Upendra Pathak	Security Guard	—,—
3	Udayraj Rajpati Yadav	Security Guard	—,—
4	Shambhunath Rambharat Singh	Security Guard	—,—

Schedule I—Contd.

(1)	(2)	(3)	(4)
5	Umesh Satpura Rai	Security Guard	—,,—
6	Amarnath Munshi Singh	Security Guard	—,,—
7	Kishor Narayn Goyal	Security Guard	—,,—
8	Umashankar Ramprasanna Singh	Security Guard	—,,—
9	Ramdeo Kisun Yadav	Security Guard	—,,—
10	Prabhatranjan Rajendraprasad Singh.	Security Guard	—,,—
11	Ramlakhan Lalmani Pandey	Security Guard	—,,—
12	Pulis Ramayan Ram	Security Guard	—,,—

Note.—Government of Maharashtra does not take guarantee of any sort as regards to Security Guards. Principal Employers can employ these Private Security Guards at their own risk.

*Schedule II***Conditions to be followed by the Employer Agency and Principal Employer**

1. *Police Verification.*—Police Verification Certificates regarding antecedent of the guards as well as the employer of such guard is necessary. Licence under the Private Security Agency (Regulation) Act, 2005 is also compulsory on the part of Employer Agency.

2. *Training.*—Adequate training shall be imparted to the Security Guards before they are deployed.

3. *Educational Qualifications, Physical Fitness and other requirements.*—Educational, physical and other requirements for the Security Guards shall be as follows :—

Minimum Education Qualification : 8th Standard Passed.

Physical Requirements.— (A) (1) Height — 162 cm.

(2) Weight — 50 kg.

(3) Chest — 79 cm. (Without Expansion) and 84 cm. (On Expansion)

(4) Sight — If wearing glasses, the glass should not have excess number.

(B) In case of tribal candidates, there will relaxation of 5 c.m. in height and 2 c.m. in chest.

4. *Benefits.*—Benefits for Security Guards shall be as follows :—

(a) *Uniform* : Two pairs in a year.

(b) *Shoes* : One pair of leather shoes in a year.

(c) *Rainy and Winter Uniform* : (Once in two years) Raincoat, Trousers and Cap, Woollen Coat and Pant.

5. *Wages and other statutory Benefits.*—Exempted Security Guard shall open his account in a Nationalised Bank and agency shall give crossed cheque to each Security Guard equivalent to his earned wages by 7th of every month. Statement showing details of wages paid in Form “C” shall be submitted to the Security Guards Board by 10th of every month.

The Agency shall give the following benefits to the Security Guards :—

Ex-Gratia : 10% of wages

Gratuity : 4% of wages

Leave with wages : 6% of wages

Paid Holidays : 1% of wages.

Contribution to be deposited with the Competent Authorities in respect of various statues such as Provident Fund, E.S.I. etc. applicable to the Principal Employer, shall be deposited by the Agency with such authority and challan thereof be submitted to the Board for information. The Security Guards Agency should give regular receipt to the Guard and submit a consolidated report of the abovesaid transactions to the Government, the Commissioner of Labour and the Security Guards Board every six months. In case of default, the Agency shall be held responsible and shall be liable for cancellation of exemption.

6. *Overtime Allowance.*—Overtime Allowance should not be less than double the rates of wages existing at that time on the analogy of the Security Guards deployed by the Security Guards Board. The ultimate responsibility in this respect lies on the concerned Principal Employer.

It is the responsibility of the Principal Employer to pay wages and provide benefits to the Security Guards. The Principal Employer, in turn, shall ensure that the guards deployed at his establishment are getting wages and benefits not less favourable than those available under the Scheme.

7. *Filling of Returns*—(a) *Quarterly Return.*—Agency to submit quarterly return to the Government, the Commissioner of Labour and Board in the first week of first month of the quarter (January, April, July and October) in respect of employment of Security Guards in Form “A” appended hereto.

(b) *Half Yearly Return.*—(1) Half Yearly Return in Form “B” appended hereto shall be submitted by the Agency in respect of Guards engaged, who have left and newly recruited to the Government, the Commissioner of Labour and Board.

(2) The Security Guard Agency should make regular contribution of employees' Provident Fund and ESIC of the concerned Security Guards and give regular Receipts to the guard and submit a consolidated report of the above said transaction to the Government, the Commissioner of Labour and the Security Guards Board every six months.

(3) The Security Guard Agency should submit proof of the previous contributions of employees' Provident Fund and ESIC within a period of three months from the date of publication of this Notification to the Government. Otherwise, the exemption given to the concerned Security Guards will be cancelled.

(c) *Annual Return*.—Every Agency shall submit at Annual Return of Income Tax, P.F., E.S.I. duly certified by Chartered Accountant, in Form-D on or before 30th of June of every year to the Government and the Board, along with copies of challans and other details.

8. *Enrollment of the Agency with the Board*.—The Agency should get itself enroll with the Board according to the provisions of Clause 13(2) of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002, as an employer agency and shall register exempted Security Guards under Clause 14(3) of the Scheme applying in the Form devised by the Board by paying prescribed registration fee within a period of one month from the date of issuance of this Notification.

9. *Registration of Principal Employer of Employer Agency*.—The Principal Employer who is engaging exempted Security Guards of the agency shall get register with the Board as provided under Clause 13(1)(a) of the Scheme within 15 days from date of exempted Notification, applying in the Form devised by the Board by paying prescribed registration fee.

10. *Enrollment fees*.—While getting itself registered with the Board, the Agency should pay Registration Fee to the Board as per clause 17 of Maharashtra Private Security Guards (Regulation of Employment and Welfare), Scheme 2002 within stipulated time.

11. *Registered Office*.—Every Agency shall have registered office which shall be notified to the Government, Commissioner of Labour and the Board. In case of change in address or change in name, the same shall be informed to the Government and to the Board alongwith documentary proof thereof within a period of 15 days from such change, so as to Government can issue Notification in respect thereof. Board shall take note of such changes after issuance of the Notification.

12. *Allotment of Guards*.—The Agency shall not allot their Security Guards to such Principal Employers who are registered with the Board. If agency deploys its Security Guards to such Principal Employer in that case exemption will be cancelled.

13. *Issue of Identity Cards/Attendance Card*.—Every Agency shall issue identity card, attendance card to Security Guards and Officers engaged and deployed by them.

14. *Payment of Legal Dues*.—Whenever a Security Guard leaves his job, it is obligatory on the part of the agency to pay all the legal dues to him and copy of the records thereof shall be submitted to the Board including gratuity and other legal dues.

15. *Employment with one principal Employer at a time*.—Every Agency shall also ensure that its Security Guards shall not work for more than one Principal Employer at a time.

16. If any Security Guard is asked to work beyond the radius of 50 kms. from his place of residence, the Employer Agency shall pay an allowance @ 20% of total emoluments of such Security Guard.

17. The Agency and Principal Employer is liable to abide with any other terms and conditions, which may be imposed in favour of Security Guard by the Government of Maharashtra or Board in future.

18. The exempted Security Guard Agency should pay levy @ 3% to the Board per month on wages paid to the Security Guards on or before 10th of every month. The agency should start paying such levy within the period of 1 month from the date of exemption Notification.

The employer agency who persistantly makes default in remitting the amount of 3% levy within the time limit specified as above, shall further pay by way of penalty, surcharge @ 10% of the amount to be remitted.

19. In case, the Principal Employer discontinues the exempted Security Guards due to expiry of agreement or due to any reason, in that case, the agency shall submit the details of such Principal Employers and the Security Guards to the Board within 7 days from such discontinuation. In such case the registration of the said Principal Employer shall stand cancelled. The agency shall also submit the details of Security Guards who have left the services due to any reason alongwith details of the Principal Employers to the Board and concerned Police Station within 7 (Seven) days. On receipt of the above details Board will cancel the registration of such exempted guards.

20. From the amount of the payment made by the Principal Employer to the Security Agency, the Security Guards will be paid at least an amount which has been fixed by the Board towards the wages and all the statutory benefits towards Provident Fund, E.S.I.C., Payment of Bonus, leave with wages, leave on national holidays etc. or the same shall be the amount equivalent to 56% of the gross payment made by the Principal Employer to the Security Agency, whichever is higher.

21. The Principal Employer will pay to the agency on a prorata basis for the reliever who would be relieving the Security Guard in case of his weekly off or the amount paid to the reliever shall be 10% of the basic wages, or whichever is higher.

22. The amounts of levy to be deposited to the Security Guards Board, the cost of training of the Security Guards, the cost of supervision, administration of profits of the agency the total cost of which will not exceed more than 30% of the total amount paid by the Principal Employer to the agency.

23. The Service Tax will be levied on the total mandatory cost mentioned herein above at the rate which is in force at any given point of time.

24. In addition to this uniform will be provided to the Security Guards. For this purpose an amount of 4% per annum should be delineate.

25. Wages of the Security Guards will be paid not later than 7th of every next month.

Breach of any of above conditions by the employer agency shall make employer agency liable for cancellation or revocation of the exemption granted under this notification.

It shall be the responsibility of the Principal Employer to see that the terms, conditions and rules are followed scrupulously and in case the agency fails to grant the benefits to the exempted Security Guards as per the conditions of Notification the Principal Employer will be held responsible to pay the same to the exempted Security Guards.

FORM ' A '

Quarterly Return to be filed by the Agency

Quarterly Return for the months

Date :

(January-March

April-June

July-September

October-December) :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial Number	Number and Address of the Principal Employer	Location of Security Guards deployed	Name and Category of the Guards
(1)	(2)	(3)	(4)

Authorised Signatory,

(Name and Designation).

FORM ' B '

Half Yearly Return to be submitted by Security Guards Agency

Period of Return : January to June/

Date :

July to December

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No.	Name and Address of Principal Employer	Total No. of Security Guards engaged Categorywise	No. of Security Guards who have left the Security Guards Agency Categorywise	Number of Security Guards Newly Recruited Categorywise
(1)	(2)	(3)	(4)	(5)

Authorised Signatory,

(Name and Designation).

FORM 'C'

Statement to be submitted to the Security Guards Board regarding disbursement of wages.

Disbursement of wages for the month of :

Name and Address of the Principal Employer :

Name of the Bank (Branch and Address) :

Serial No.	Name of the Security Guard	No. and Date of the Cheque	Amount
(1)	(2)	(3)	(4)

Authorised Signatory,

(Name and Designation).

FORM 'D'

Annual Return to be submitted by Security Guards Agency

Period of Annual Return :

Date :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No.	Months (April to March)	Total No. of Security Guard engaged	Total Wages Paid to the Security Guard	The Wages on which the P.F. Contribution is deducted	3% Levy Submitted to the Board
(1)	(2)	(3)	(4)	(5)	(6)

Authorised Signatory,

(Name and Designation).

By order and in the name of the Governor of Maharashtra,

N. D. THORVE,

Section Officer.

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सोमवार, जून २, २०१४/ज्येष्ठ १२, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

हुतात्मा राजगुरु चौक, मादाम कामा रोड, मंत्रालय, मुंबई ४०० ०३२, दिनांक २ जून २०१४.

अधिसूचना

कारखाने अधिनियम, १९४८.

क्रमांक एफएसी.२०१३/प्र.क्र. ३/काम-४.—कारखाने अधिनियम, १९४८ च्या कलम ६६ (१) (ब) मधील परंतुकान्वये प्रदान करण्यात आलेल्या शक्तीचा वापर करून महाराष्ट्र शासन या अधिसूचनेद्वारे मे. लार्सन ऍण्ड टुब्रो लि., अ-९, एम.आय.डी.सी., अहमदनगर ४१४ १११ या कारखान्यास कारखाने अधिनियम, १९४८ मधील महिला कर्मचाऱ्यांच्या कामाच्या वेळेसंबंधी असणाऱ्या तरतुदीमधून सूट देत असून याबाबत संमती असणाऱ्या महिला कर्मचाऱ्यांना सकाळी ५-०० ते सायंकाळी १०-०० वाजेपर्यंतच्या कालावधीकरिता काम करण्यास सदर अधिसूचना निर्गमित झाल्याच्या दिनांकापासून पुढील १ वर्षाच्या कालावधीकरिता परवानगी देत आहे. सदर सूट ही खालील अटींच्या अधीन राहून देण्यात येत आहे :—

अटी

- (१) कोणत्याही महिला कामगारास रात्री १०-०० वाजल्यापासून सकाळी ५-०० वाजेपर्यंत कामावर ठेवू नये.
- (२) व्यवस्थापनाने महिला कामगारांना, कामगारांच्या निवासस्थानापासून, कारखान्यापर्यंत व पुन्हा परत त्यांच्या निवासस्थानापर्यंत त्यांना ने-आण करण्यासाठी बस किंवा मोटारगाड्यांतून विनामूल्य सोय केली पाहिजे. तसेच त्यांना कामावर येताना, जाताना व कामाच्या ठिकाणी सुरक्षिततेची पुरेशी व्यवस्था केली पाहिजे.
- (३) स्त्री कर्मचाऱ्यांच्या कामाच्या ठिकाणी व्यवस्थापनाने निवासस्थान ते आस्थापना व आस्थापना ते निवासस्थानाच्या वाहतुकीमध्ये स्त्री सुरक्षा रक्षकाची नियुक्ती करण्यात यावी. सकाळी ५-०० ते दुपारी २-०० व दुपारी २-०० ते रात्री १०-०० या पाळीत काम करणाऱ्या स्त्री कर्मचाऱ्यांच्या १ ते १० संख्येला एक महिला सुरक्षा रक्षक नेमण्यात यावी. त्याच पटीत पुढे सुरक्षा रक्षक नेमण्यात यावेत. स्त्री सुरक्षा रक्षकांना स्वसंरक्षणार्थ व त्यांच्या देखरेखीखाली असलेल्या स्त्री कर्मचाऱ्यांच्या संरक्षणाकरिता ज्युडो, कराटे इत्यादींचे प्रशिक्षण देण्यात यावे.

(४) स्त्री कर्मचाऱ्यांकरिता स्वतंत्र लॉकर्सची व्यवस्था करण्यात यावी व स्त्री कर्मचाऱ्यांच्या विश्रांतीकरिता विश्रांती कक्ष निर्माण करण्यात यावा. या पाळीत काम करणाऱ्या स्त्री कर्मचाऱ्यांना किमान पाच स्त्री कर्मचाऱ्यांच्या गटागटाने काम करण्यास देण्यात यावे.

(५) प्रत्येक स्त्री कर्मचाऱ्यास प्रत्येक सप्ताहामध्ये आलटून पालटून साप्ताहिक सुट्टी कोणत्याही प्रकारची वेतनातून कपात न करता देण्यात यावी. कर्मचाऱ्यांना आठवड्यात गटागटाने सुट्टी देण्यात यावी.

(६) साप्ताहिक सुट्टीचे वेळापत्रक प्रत्येक महिन्याच्या शेवटच्या दिवशी कर्मचाऱ्यांच्या माहितीसाठी सूचनाफलकावर प्रदर्शित करावे. कोणत्याही कर्मचाऱ्यास साप्ताहिक रजेपासून वंचित केले जाणार नाही. त्यांना आठवड्याची भरपगारी रजा दिली जाईल.

(७) कर्मचाऱ्याच्या जादा कामाचा भत्ता, कामाचा विस्तार कालावधी व इतर अनुषंगिक बाबींबाबत कारखाने अधिनियम व महाराष्ट्र कारखाने नियम यांमधील तरतुदींचे पालन करणे आवश्यक आहे.

(८) महिला कामगारांच्या ६ वर्षांपेक्षा लहान मुलांसाठी पाळणाघराची सुविधा उपलब्ध केली पाहिजे.

(९) पाळणाघराच्या व्यवस्थेचा फायदा घेण्याकरिता जे कामगार आपली लहान मुले कारखान्यात आणू इच्छितात त्या मुलांनाही उपरोक्त अट क्रमांक ८ मधील सुविधा कारखाना व्यवस्थापनाने उपलब्ध करून दिली पाहिजे.

(१०) सदर सूट ही या प्रस्तावासोबत संमतीपत्र देणाऱ्या महिलांकरिताच लागू राहील. या सूटबाबत संमती देणाऱ्या महिलांची किंवा युनियनची तक्रार असल्यास त्यांच्याबाबतीत सदर सवलत लागू राहणार नाही.

(११) व्यवस्थापनाने सदर सूट मिळालेल्या अधिसूचनेची प्रत ठळकपणे सर्व महिला कर्मचाऱ्यांच्या माहितीकरिता सूचना फलकावर प्रदर्शित केली पाहिजे.

(१२) महिला कर्मचाऱ्यांच्या वेळेच्या संबंधात मा. उच्च न्यायालय, मद्रास यांनी रिट पिटीशन क्र. ४३६०/९९ या केसमध्ये दिलेल्या मार्गदर्शक तत्वांचे कारखाना व्यवस्थापनाने पालन केले पाहिजे.

(१३) वरील आस्थापनेस दिलेली सूट ही सदर अधिसूचना **राजपत्रात** प्रसिद्ध झाल्याच्या दिनांकापासून पुढे एक वर्षाच्या कालावधीकरिता अंमलात येईल.

(१४) वरील क्रमांक १ ते १२ च्या अटींचे व्यवस्थापनाकडून उल्लंघन झाल्यास वरीलप्रमाणे दिलेली सूट/सवलत आपोआप रद्द समजली जाईल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

रविकुमार पाटणकर,

कक्ष अधिकारी.

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मंगळवार, जून ३, २०१४/ज्येष्ठ १३, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

मंत्रालय, मुंबई ४०० ०३२, दिनांक ३ जून २०१४

अधिसूचना

महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१.

क्रमांक एसजीए. २०१४/प्र.क्र. ३/कामगार-२.—ज्याअर्थी, ज्यांची नावे यासोबत जोडलेल्या अनुसूची एकच्या स्तंभ (२) मध्ये नमूद केलेली आहेत अशा विवक्षित सुरक्षा रक्षकांना (यात यापुढे ज्यांचा उल्लेख “उक्त सुरक्षा रक्षक” असा करण्यात आला आहे), उक्त अनुसूची एकच्या स्तंभ (४) मध्ये नमूद केलेल्या मुख्य मालकांकडे कामावर ठेवलेले आहे, अशा मे. स्वराज एन्टरप्राईझेस, पुणे मालक श्री. विजय दशरथ चौधरी, यांनी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ (१९८१ चा महा. ५८) याच्या कलम २३ अन्वये, उक्त अधिनियमाच्या सर्व तरतुदी आणि महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ (यात यापुढे ज्याचा उल्लेख “उक्त योजना” असा करण्यात आला आहे) यांच्या अंमलबजावणीतून सूट मिळण्यासाठी अर्ज केला आहे ;

आणि ज्याअर्थी, सल्लागार समितीशी विचारविनिमय केल्यानंतर व उक्त सुरक्षा रक्षकांना मिळत असलेल्या लाभांची पडताळणी केल्यानंतर, त्यांना मिळत असणारे लाभ हे उक्त अधिनियमाद्वारे व त्या अधिनियमान्वये आणि उक्त योजनेद्वारे व तदन्वये तरतूद केलेल्या लाभांपेक्षा एकंदरीत पाहता कमी फायदेशीर नाहीत, असे महाराष्ट्र शासनाचे मत झालेले आहे.

त्याअर्थी, आता, महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ याच्या कलम २३ अन्वये प्रदान केलेल्या अधिकारांचा वापर करून महाराष्ट्र शासन याद्वारे उक्त अधिनियमाच्या व उक्त योजनेच्या सर्व तरतुदींच्या अंमलबजावणीतून उक्त खाजगी सुरक्षा रक्षकांना, यासोबत जोडलेल्या अनुसूची-२ मध्ये विनिर्दिष्ट केलेल्या शर्तीच्या अधीन राहून, **राजपत्रात** ही अधिसूचना प्रसिद्ध केल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीसाठी सूट देत आहे.

अनुसूची १

अ.क्र. (१)	सुरक्षा रक्षकाचे नाव (२)	वर्ग (३)	मुख्य मालकाचे नाव व पत्ता (४)
१	श्री. तुषार संजय गवारे	सुरक्षा रक्षक	मे. मेघा फायबर प्रा. लि., १६४, एम.आय.डी.सी. भोसरी, पुणे.
२	श्री. राजकुमार प्रल्हाद दशवंत	सुरक्षा रक्षक	—,,—
३	श्री. आशिष ज्ञानेश्वर ढावक	सुरक्षा रक्षक	—,,—
४	श्री. अजित चंद्रकांत देशमुख	सुरक्षा रक्षक	—,,—
५	श्री. गणेश बालाजीराव काशिवाले	सुरक्षा रक्षक	—,,—
६	श्री. चन्नपा श्रीशैल येलगी	सुरक्षा रक्षक	—,,—
७	श्री. अनिल उमाकांत सातपुते	सुरक्षा रक्षक	—,,—
८	श्री. संतोष नारायण बिरादार	सुरक्षा रक्षक	—,,—
९	श्री. सुनिल पंढरानाथ नलावडे	सुरक्षा रक्षक	—,,—
१०	श्री. अवधूत राजाराम झिजाड	सुरक्षा रक्षक	—,,—
११	श्री. संदिप बबनराव काटे	सुरक्षा रक्षक	—,,—
१२	श्री. मनोज दिनकर चरापले	सुरक्षा रक्षक	—,,—

टीप.—महाराष्ट्र शासन या सुरक्षा रक्षकांबाबत कोणत्याही प्रकारची हमी घेत नाही. मुख्य मालक स्वतःच्या जबाबदारीवर सुरक्षा रक्षकांना कामे देऊ शकतात.

अनुसूची २

मालक एजन्सीने व मुख्य मालकांनी पाळावयाच्या शर्ती

१. **पोलीस तपासणी.**— सुरक्षा रक्षकांच्या तसेच एजन्सीच्या मालकांच्या पूर्वइतिहासाबाबत पोलीस पडताळणी दाखला तसेच एजन्सीकडे केंद्र शासनाच्या खाजगी सुरक्षा रक्षक (नियमन) कायदा, २००५ अंतर्गत परवाना असणे आवश्यक असेल.

२. **प्रशिक्षण.**— सुरक्षा रक्षकांना नियुक्त करण्यापूर्वी पुरेसे प्रशिक्षण देणे आवश्यक असेल.

३. **शैक्षणिक, शारीरिक आणि इतर पात्रता.**— सुरक्षा रक्षकांची शैक्षणिक व शारीरिक पात्रता पुढीलप्रमाणे असेल :—

किमान शैक्षणिक पात्रता.— इयत्ता ८ वी उत्तीर्ण.

शारीरिक पात्रता.— (अ) (१) उंची - १६२ सें.मी.

(२) वजन - ५० किलो

(३) छाती - न फुगवता - ७९ सें.मी.

फुगवून - ८४ सें.मी.

(४) नजर - दृष्टी चष्मा असल्यास, नंबर जास्त नसावा.

(ब) आदिवासी उमेदवारांना उंचीमध्ये ५ सें.मी. व छातीमध्ये २ सें.मी. ची सवलत देण्यात यावी.

४. **लाभ.**— सुरक्षा रक्षकांना पुढील लाभ मिळतील :—

(अ) गणवेश प्रत्येक वर्षाला २ जोड.

(ब) चामडी बूट प्रत्येक वर्षात १ जोड.

(क) पावसाळी व हिवाळी गणवेश— (२ वर्षांतून एकदा) रेनकोट, ट्राऊझर, टोपी, वूलन कोट व पॅट.

५. **वेतन व इतर कायदेशीर सवलती.**— सूट दिलेल्या सुरक्षा रक्षकाने राष्ट्रीयीकृत बँकेमध्ये आपले खाते उघडावे व मालक एजन्सीने मुख्य मालकाकडे तैनात केलेल्या सुरक्षा रक्षकांच्या देय वेतनाच्या रकमेइतका रेखांकित धनादेश ७ तारखेपर्यंत वैयक्तिकरीत्या सुरक्षा रक्षकास द्यावा. सुरक्षा रक्षकास दिलेल्या वेतनाबाबतचे सविस्तर तपशील नमुना “क” मधील विवरणपत्रामध्ये भरून सुरक्षा रक्षक मंडळास दर महिन्याच्या १० तारखेपर्यंत पाठवावे. मालक एजन्सीने खाली दर्शविल्याप्रमाणे लाभ सुरक्षा रक्षकांना द्यावेत :—

सानुग्रह अनुदान : वेतनाच्या १० टक्के

उपदान : वेतनाच्या ४ टक्के

भरपगारी रजा : वेतनाच्या ६ टक्के

भरपगारी सुट्टी : वेतनाच्या १ टक्का

सुरक्षा रक्षकांना लागू असलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजना यांच्या वजाती मालक एजन्सीने परस्पर संबंधित प्राधिकरणाकडे जमा कराव्यात आणि त्यांचे चलान माहितीसाठी मंडळास सादर करावे. मालक एजन्सीने भरणा केलेल्या भविष्यनिर्वाह निधी व कामगार राज्य विमा योजनेच्या वजातीबाबतच्या पावत्या/चलान सुरक्षा रक्षकांना नियमितपणे देऊन त्या संदर्भातील एकत्रित तपशील शासनास, कामगार आयुक्त कार्यालयास व सुरक्षा रक्षक मंडळास प्रत्येक ६ महिन्यांनी सादर करावा, असे न केल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

६. **अतिकालिक भत्ता.**— सुरक्षा रक्षकांना मिळणारा अतिकालिक भत्ता हा मंडळाने नोंदीत सुरक्षा रक्षकांसाठी निश्चित केलेल्या वेतन दराच्या दुप्पट दरापेक्षा कमी नसावा, याबाबत संबंधित मुख्य मालकाची अंतिम जबाबदारी राहिल.

सुरक्षा रक्षकांना देय वेतन व लाभ देणे मुख्य मालकांची जबाबदारी असून मुख्य मालकाने त्यांच्याकडे तैनात करण्यात आलेल्या सुरक्षा रक्षकांना अधिनियम आणि योजनेतील तरतुदीनुसार वेतन व लाभ मिळत आहेत याची खात्री करून घेणे बंधनकारक असेल.

७. **विवरणपत्र सादर करणे.**— (अ) **त्रैमासिक विवरणपत्र.**— मालक एजन्सीजने सुरक्षा रक्षकांच्या नियुक्तीबाबतचे त्रैमासिक विवरणपत्र प्रत्येक त्रैमासिकाच्या (जानेवारी, एप्रिल, जुलै व ऑक्टोबर महिन्याच्या) पहिल्या आठवड्यात सोबत जोडलेल्या नमुना “अ” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळास सादर करावे.

(ब) **सहामाही विवरणपत्र.**— (१) नियुक्त केलेल्या, नोकरी सोडून गेलेल्या आणि नव्याने भरती केलेल्या सुरक्षा रक्षकांबाबतचे विवरणपत्र दर ६ महिन्यांनी सोबत जोडलेल्या नमुना “ ब ” मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळ यांना एजन्सीने सादर करावे.

(२) भविष्यनिर्वाह निधी व राज्य कामगार विमा योजनेची वर्गणी एजन्सीने नियमित भरून संबंधित सुरक्षा रक्षकांना त्यासंबंधी वेळोवेळी पावत्या द्याव्यात व दर सहा महिन्यांत तसे केल्याबाबतचा अहवाल शासनास, कामगार आयुक्त व सुरक्षा रक्षक मंडळास द्यावा.

(३) यापूर्वीच्या भविष्यनिर्वाह निधीच्या रकमा व राज्य कामगार विमा योजनेची वर्गणी भरल्याबाबतचा पुरावा शासनाकडे सदर अधिसूचना निर्गमित झाल्यापासून तीन महिन्यांच्या आत सादर करावा. अन्यथा संबंधित सुरक्षा रक्षकांना देण्यात आलेली सूट रद्द करण्यात येईल.

(क) **वार्षिक विवरणपत्र.**— प्रत्येक मालक एजन्सीने, सनदी लेखापाल यांनी प्रमाणित केलेले वार्षिक विवरणपत्र सोबत जोडलेल्या नमुना “ ड ” मध्ये दरवर्षी ३० जूनपर्यंत शासनास तसेच मंडळास सादर करावे. ज्यात एजन्सीने भरलेला आयकर, सुरक्षा रक्षकांचा जमा केलेला भविष्य निर्वाह निधी व कामगार राज्य विमा याबाबतच्या चलानाच्या प्रती व इतर तपशील असेल.

८. **एजन्सीची व सूट प्राप्त सुरक्षा रक्षकांची मंडळाकडे नोंदणी.**— अधिसूचनेच्या दिनांकापासून एक महिन्याच्या कालावधीत उक्त मंडळाकडे महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १३(२) व १४(३) मधील तरतुदीनुसार एजन्सीजने स्वतःची मालक म्हणून आणि त्यांच्याकडील सूटप्राप्त सुरक्षा रक्षकांची विहित नमुन्यातील अर्ज व शुल्क भरून मंडळात नोंदणी करून घ्यावी.

९. **एजन्सीच्या मुख्य मालकांची मंडळाकडे नोंदणी.**— सूटप्राप्त सुरक्षा रक्षकांच्या एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने अधिसूचनेच्या दिनांकापासून १५ दिवसांचे आत योजनेच्या खंड १३(१)(अ) अन्वये स्वतःची मंडळात विहित नमुन्यातील अर्ज व शुल्क भरून नोंदणी करून घ्यावी.

१०. **नोंदणी शुल्क.**— एजन्सीने तसेच सूटप्राप्त सुरक्षा रक्षकाने मंडळाकडे नोंदणी करते वेळी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १७ मधील तरतुदीनुसार मंडळाकडे विहित कालावधीत आवश्यक ते नोंदणी शुल्क भरले पाहिजे.

११. **नोंदणीकृत कार्यालय.**— एजन्सीचे नोंदणीकृत कार्यालय असावे आणि त्याबाबतची माहिती एजन्सीने शासन, कामगार आयुक्त व मंडळास द्यावी. नोंदणीकृत कार्यालयाचा पत्ता बदलल्यास अथवा एजन्सीच्या नावात बदल झाल्यास १५ दिवसांचे आत बदलाबाबतच्या आवश्यक त्या कागदोपत्री पुराव्यासह शासनास व मंडळास कळवावे, जेणेकरून शासन सुधारित अधिसूचना जारी करील. सुधारित अधिसूचना जारी झाल्यानंतर मंडळ झालेल्या बदलांची नोंद घेईल.

१२. **सुरक्षा रक्षकांची नियुक्ती.**— उक्त मंडळाकडे ज्या मुख्य मालकांची नोंदणी झाली आहे आणि/किंवा जे उक्त मुख्य मालक मंडळाच्या सुरक्षा रक्षकांच्या सेवेचा लाभ घेत आहेत अशा मुख्य मालकांकडे एजन्सी त्यांचेकडील सुरक्षा रक्षक नेमणार नाही. अशा प्रकारे सुरक्षा रक्षक नेमल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.

१३. **ओळखपत्र व हजेरी कार्ड देणे.**— खाजगी सुरक्षा रक्षक एजन्सी त्यांचेकडील सुरक्षा रक्षकांना व अधिकाऱ्यांना नियुक्त केल्यापासून ३० दिवसांच्या आत ओळखपत्र व हजेरीकार्ड देईल.

१४. **कायदेशीर देणी अदा करणे.**— सुरक्षा रक्षक ज्या वेळी एजन्सीची नोकरी सोडतील, त्या वेळी त्यांना देय असलेली सर्व कायदेशीर देणी (उपदान व इतर कायदेशीर देणी) एजन्सीने अदा करून त्याबाबत झालेल्या व्यवहारांच्या प्रती मंडळाकडे सादर करणे एजन्सीला बंधनकारक राहील.

१५. **एकावेळी एकाच मुख्य मालकाकडे नोकरी.**— सुरक्षा रक्षक एकावेळी एकापेक्षा अधिक मुख्य मालकाकडे काम करणार नाही. याबाबत प्रत्येक सुरक्षा रक्षक एजन्सीने खात्री करून घेतली पाहिजे.

१६. **एखाद्या सुरक्षा रक्षकास त्याच्या निवासस्थानापासून ५० कि.मी. पेक्षा अधिक अंतरावर काम करण्यासाठी पाठविल्यास मालक एजन्सीने त्याच्या एकूण वेतनाच्या २० टक्के रक्कम त्याला भत्ता म्हणून द्यावी.**

१७. **सुरक्षा रक्षकांच्या फायद्यासंदर्भात शासनाने किंवा मंडळाने भविष्यकाळात घातलेल्या अटी व शर्तीचे पालन करणे एजन्सीला, तसेच मुख्य मालकाला बंधनकारक राहील.**

१८. **मालक एजन्सीने त्यांच्या सुरक्षा रक्षकांना सूट प्राप्त झाल्यानंतर, सुरक्षा रक्षकांच्या वेतनाच्या ३ टक्के एवढी लेव्ही दरमहा १० तारखेपर्यंत मंडळास देय राहील. सदर लेव्ही अधिसूचना निर्गमित झाल्याच्या दिनांकापासून १ महिन्याच्या आत मंडळाकडे जमा करणे अनिवार्य राहील.**

मंडळाने विनिर्दिष्ट केलेल्या कालमर्यादेत लेव्हीची रक्कम भरण्यात जे नियोक्ता अभिकरण सातत्याने कसूर करील ते नियोक्ता अभिकरण मंडळाने भरणा करण्यास निर्धारित केलेल्या रकमेच्या १० टक्क्यांहून अधिक असणार नाही इतका अधिभार दंडाच्या रूपाने मंडळाकडे भरील.

१९. मालक एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने करार संपुष्टात आल्यानंतर वा इतर कोणत्याही कारणामुळे सुरक्षा रक्षकांची सेवा घेणे बंद केले असल्यास सेवा खंडीत केल्याच्या दिनांकापासून ७ दिवसांच्या आत अशा मुख्य मालकाची व तेथून कमी केलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास सादर करील. अशा मुख्य मालकाची अधिसूचनेनुसार घेतलेली मंडळातील नोंदणी रद्द होईल. तसेच मालक एजन्सीकडून नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास व नजीकच्या पोलीस ठाण्यास ७ दिवसांच्या आत सादर करील. अशाप्रकारे नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नोंदणी मंडळ रद्द करील.

२०. मुख्य मालकाकडून सुरक्षा रक्षकांच्या कामाच्या मोबदल्यापोटी एजन्सीकडे जमा होणाऱ्या रकमेपैकी, मंडळाने सुरक्षा रक्षकांच्या वेतनापोटी निश्चित केलेली रक्कम तसेच सर्व वैधानिक रकमा जसे भविष्य निर्वाह निधी, कामगार राज्य विमा योजना, बोनस प्रदान, रजा वेतन, राष्ट्रीय सुट्ट्यांचे वेतन यांसाठी विनियमित केले जाईल निदान इतकी रक्कम किंवा मुख्य मालकाने एजन्सीला अदा केलेल्या रकमेच्या ५६ टक्के इतकी रक्कम किंवा यापैकी जी अधिक असेल ती सुरक्षा रक्षक एजन्सीनी सुरक्षा रक्षकांना अदा करणे आवश्यक आहे.

२१. सुरक्षा रक्षकांना साप्ताहिक सुट्टी उपभोगण्याकरिता कार्यमुक्त करणाऱ्या सुरक्षा रक्षकांचे वेतन मुख्य मालक एजन्सीला अदा करील. हे वेतन यथा प्रमाण पद्धतीवर आधारित असेल व ही रक्कम मूळ वेतनाच्या १०% अथवा जी अधिक असेल इतकी असेल.

२२. सुरक्षा रक्षक मंडळामध्ये जमा करावयाची लेव्ही, सुरक्षा रक्षकांच्या प्रशिक्षणासाठीचा खर्च, देखरेखीवरील खर्च, तसेच एजन्सीचा प्रशासकीय खर्च व नफा या सर्व गोष्टींचा खर्च हा मुख्य मालकाने एजन्सीकडे जमा केलेल्या एकूण रकमेच्या ३०% रकमेपेक्षा जास्त नसावा.

२३. उपरोक्त अनिवार्य लादलेल्या खर्चावर नियमानुसार सेवाकर आकारला जाईल व सेवाकर त्या त्या वेळी अंमलात असलेल्या दरानुसार असेल.

२४. या व्यतिरिक्त सुरक्षा रक्षकांना गणवेश दिला जाईल व त्यासाठी ४% रक्कम दरवर्षी राखीव ठेवण्यात येईल.

२५. सुरक्षा रक्षकांना त्यांचे वेतन पुढील महिन्याच्या सात तारखेपर्यंत देण्यात यावे.

वरीलपैकी कोणत्याही शर्तीचे मालक एजन्सीने उल्लंघन केल्यास त्यांना देण्यात आलेली सूट रद्द करण्यात येईल किंवा काढून टाकण्यात येईल.

अटी, शर्ती व नियमांचे तंतोतंत पालन होण्याबाबतची जबाबदारी मुख्य मालकाची असेल. अधिसूचनेतील तरतुदीनुसार सुरक्षा रक्षकांना एजन्सीने फायदे दिले नसल्यास सूट प्राप्त सुरक्षा रक्षकांना सदर फायदे देण्याची जबाबदारी मुख्य मालकाची असेल.

नमुना ' अ '

सुरक्षा रक्षक एजन्सीने सादर करावयाचे त्रैमासिक विवरणपत्र

महिन्यांचे त्रैमासिक विवरणपत्र :

दिनांक :

जानेवारी-मार्च,

एप्रिल-जून,

जुलै-सप्टेंबर,

ऑक्टोबर-डिसेंबर.

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अनु- क्रमांक (१)	मुख्य मालकाचे नाव व पत्ता (२)	सुरक्षा रक्षकांच्या नियुक्तीचे ठिकाण (३)	सुरक्षा रक्षकांचे नाव व वर्ग (४)
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प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

नमुना ' ब '

सुरक्षा रक्षक एजन्सीने सादर करावयाचे सहामाही विवरणपत्र

विवरणपत्राचा कालावधी : जानेवारी ते जून/जुलै ते डिसेंबर

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	मुख्य मालकाचे नाव व पत्ता	नियुक्त केलेल्या सुरक्षा रक्षकांची वर्गनिहाय एकूण संख्या	सुरक्षा रक्षक एजन्सी सोडून गेलेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या	नव्याने भरती झालेल्या सुरक्षा रक्षकांची वर्गनिहाय संख्या
(१)	(२)	(३)	(४)	(५)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

नमुना ' क '

एजन्सीने वेतन प्रदानाबाबत सुरक्षा रक्षक मंडळास सादर करावयाचे विवरणपत्र

वेतन प्रदानाचा महिना :

मुख्य मालकाचे नाव व पत्ता :

बँकेचे नाव (शाखा व पत्ता) :

अनु- क्रमांक	सुरक्षा रक्षकाचे नाव	धनादेश क्रमांक व दिनांक	रक्कम
(१)	(२)	(३)	(४)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

नमुना ' ड '

सुरक्षा रक्षक एजन्सीने सादर करावयाचे वार्षिक विवरणपत्र

वार्षिक विवरणपत्राचे आर्थिक वर्ष :

दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	महिने (एप्रिल ते मार्च)	नियुक्त केलेल्या सुरक्षा रक्षकांची संख्या	सुरक्षा रक्षकांना अदा केलेले एकूण वेतन	भविष्य निर्वाह निधी ज्यावर कपात केली आहे असे वेतन	मंडळाकडे जमा केलेली ३ टक्के लेव्ही रक्कम
(१)	(२)	(३)	(४)	(५)	(६)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

सं. धो. डगळे,

कार्यासन अधिकारी.

In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. SGA. 2014/CR-3/LAB-2, dated the 3rd June 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

A. G. ASWALE,
Joint Secretary (Labour) to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Mantralaya, Mumbai 400 032, dated the 3rd June 2014

NOTIFICATION

MAHARASHTRA PRIVATE SECURITY GUARDS (REGULATION OF EMPLOYMENT AND WELFARE) ACT, 1981.

No. SGA.2014/C.R. 3/LAB-2.— Whereas, certain Security Guards whose names are mentioned in Column (2) of Schedule I appended hereto (hereinafter referred to as “the said Security Guards”), employed with the Principal Employer mentioned in Column (4) of the said Schedule I, employed by M/s. Swaraj Enterprises, Pune and owner (1) Shri Vijay Dashrath Chaudhary have applied for grant of exemption, under Section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 (Mah. LVIII of 1981) from the operation of all provisions of the said Act and the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002 (hereinafter referred to as “the said Scheme”) ;

And whereas, the Government of Maharashtra, after consultation with the Advisory Committee and after verification of the benefits enjoyed by the said Security Guards is of the opinion that they are in enjoyment of benefits, which are on the whole not less favourable to them than the benefits provided by and under the said Act and the said Scheme.

Now, therefore, in exercise of powers conferred by Section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981, the Government of Maharashtra hereby exempts the said Security Guards from operations of all provisions of the said Act and the said Scheme, for a period of three years from the date of publication this notification in *Official Gazette*, subject to conditions specified in Schedule II appended hereto :—

Schedule-II

Sr. No. (1)	Name of Security Guards (2)	Class (3)	Name and address of Principal Employer (4)
1	Shri Tushar Sanjay Gaware	Security Guard	M/s. Megha Fibre Pvt. Ltd., 164, M.I.D.C., Bhosari, Pune.
2	Shri Rajkumar Pralhad Dashvant	Security Guard	—,—
3	Shri Aashish Dnyaneshwar Dhavak	Security Guard	—,—
4	Shri Ajit Chandrakant Deshmukh	Security Guard	—,—
5	Shri Ganesh Balajirao Kashiwale	Security Guard	—,—
6	Shri Channappa Shrishail Yelagi	Security Guard	—,—
7	Shri Anil Umakant Satpute	Security Guard	—,—
8	Shri Santosh Narayan Biradar	Security Guard	—,—
9	Shri Sunil Pandharinath Nalavade	Security Guard	—,—
10	Shri Avdhut Rajaram Zinjad	Security Guard	—,—
11	Shri Sandip Babanrao Kate	Security Guard	—,—
12	Shri Manoj Dinkar Chapale	Security Guard	—,—

Note.—Government of Maharashtra does not take guarantee of any sort as regards to Security Guards. Principal Employers can employ these Private Security Guards at their own risk.

Schedule-II

Conditions to be followed by the Employer Agency and Principal Employer

1. *Police Verification.*—Police Verification Certificates regarding antecedent of the guards as well as the employer of such guard is necessary. Licence under the Private Security Agency (Regulation) Act, 2005 is also compulsory on the part of Employer Agency.

2. *Training.*—Adequate training shall be imparted to the Security Guards before they are deployed.

3. *Educational Qualifications, Physical Fitness and other requirements.*—Educational, physical and other requirements for the Security Guards shall be as follows :—

Minimum Education Qualification : 8th Standard Passed.

Physical Requirements (A) (1) Height — 162 c.m.

(2) Weight — 50 kg.

(3) Chest — 79 c.m. (Without Expansion) and 84 c.m. (On Expansion)

(4) Sight — If wearing glasses, the glass should not have excess number.

(B) In case of tribal candidates, there will relaxation of 5 c.m. in height and 2 c.m. in chest.

4. *Benefits.*—Benefits for Security Guards shall be as follows :—

(a) *Uniform* : Two pairs in a year.

(b) *Shoes* : One pair of leather shoes in a year.

(c) *Rainy and Winter Uniform* : (Once in two years) Raincoat, Trousers and Cap, Woollen Coat and Pant.

5. *Wages and other statutory Benefits.*—Exempted Security Guard shall open his account in a Nationalised Bank and agency shall give crossed cheque to each Security Guard equivalent to his earned wages by 7th of every month. Statement showing details of wages paid in Form “C” shall be submitted to the Security Guards Board by 10th of every month.

The Agency shall give the following benefits to the Security Guards :—

Ex-Gratia : 10% of wages

Gratuity : 4% of wages

Leave with wages : 6% of wages

Paid Holidays : 1% of wages.

Contribution to be deposited with the Competent Authorities in respect of various statues such as Provident Fund, E.S.I. etc. applicable to the Principal Employer, shall be deposited by the Agency with such authority and challan thereof be submitted to the Board for information. The Security Guards Agency should give regular receipt to the Guard and submit a consolidated report of the abovesaid transactions to the Government, the Commissioner of Labour and the Security Guards Board every six months. In case of default, the Agency shall be held responsible and shall be liable for cancellation of exemption.

6. *Overtime Allowance.*—Overtime Allowance should not be less than double the rates of wages existing at that time on the analogy of the Security Guards deployed by the Security Guards Board. The ultimate responsibility in this respect lies on the concerned Principal Employer.

It is the responsibility of the Principal Employer to pay wages and provide benefits to the Security Guards. The Principal Employer, in turn, shall ensure that the guards deployed at his establishment are getting wages and benefits not less favourable than those available under the Scheme.

7. *Filling of Returns*—(a) *Quarterly Return.*—Agency to submit quarterly return to the Government, the Commissioner of Labour and Board in the first week of first month of the quarter (January, April, July and October) in respect of employment of Security Guards in Form “A” appended hereto.

(b) *Half Yearly Return.*—(1) Half Yearly Return in Form “B” appended hereto shall be submitted by the Agency in respect of Guards engaged, who have left and newly recruited to the Government, the Commissioner of Labour and Board.

(2) The Security Guard Agency should make regular contribution of employees’ Provident Fund and ESIC of the concerned Security Guards and give regular Receipts to the guard and submit a consolidated report of the above said transaction to the Government, the Commissioner of Labour and the Security Guards Board every six months.

(3) The Security Guard Agency should submit proof of the previous contributions of employees’ Provident Fund and ESIC within a period of three months from the date of publication of this Notification to the Government. Otherwise, the exemption given to the concerned Security Guards will be cancelled.

(c) *Annual Return.*—Every Agency shall submit at Annual Return of Income Tax, P.F., E.S.I. duly certified by Chartered Accountant, in Form-D on or before 30th of June of every year to the Government and the Board, along with copies of challans and other details.

8. *Enrollment of the Agency with the Board.*—The Agency should get itself enroll with the Board according to the provisions of Clause 13(2) of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002, as an employer agency and shall register exempted Security Guards under Clause 14(3) of the Scheme applying in the Form devised by the Board by paying prescribed registration fee within a period of one month from the date of issuance of this Notification.

9. *Registration of Principal Employer of Employer Agency.*—The Principal Employer who is engaging exempted Security Guards of the agency shall get register with the Board as provided under Clause 13(1)(a) of the Scheme within 15 days from date of exempted Notification, applying in the Form devised by the Board by paying prescribed registration fee.

10. *Enrollment fees.*—While getting itself registered with the Board, the Agency should pay Registration Fee to the Board as per clause 17 of Maharashtra Private Security Guards (Regulation of Employment and Welfare), Scheme 2002 within stipulated time.

11. *Registered Office.*—Every Agency shall have registered office which shall be notified to the Government, Commissioner of Labour and the Board. In case of change in address or change in name, the same shall be informed to the Government and to the Board along with documentary proof thereof within a period of 15 days from such change, so as to Government can issue Notification in respect thereof. Board shall take note of such changes after issuance of the Notification.

12. *Allotment of Guards.*—The Agency shall not allot their Security Guards to such Principal Employers who are registered with the Board. If agency deploys its Security Guards to such Principal Employer in that case exemption will be cancelled.

13. *Issue of Identity Cards/Attendance Card.*—Every Agency shall issue identity card, attendance card to Security Guards and Officers engaged and deployed by them.

14. *Payment of Legal Dues.*—Whenever a Security Guard leaves his job, it is obligatory on the part of the agency to pay all the legal dues to him and copy of the records thereof shall be submitted to the Board including gratuity and other legal dues.

15. *Employment with one principal Employer at a time.*—Every Agency shall also ensure that its Security Guards shall not work for more than one Principal Employer at a time.

16. If any Security Guard is asked to work beyond the radius of 50 kms. from his place of residence, the Employer Agency shall pay an allowance @ 20% of total emoluments of such Security Guard.

17. The Agency and Principal Employer is liable to abide with any other terms and conditions, which may be imposed in favour of Security Guard by the Government of Maharashtra or Board in future.

18. The exempted Security Guard Agency should pay levy @ 3% to the Board per month on wages paid to the Security Guards on or before 10th of every month. The agency should start paying such levy within the period of 1 month from the date of exemption Notification. The employer agency who persistently makes default in remitting the amount of 3% levy within the time limit specified as above, shall further pay by way of penalty, surcharge @ 10% of the amount to be remitted.

19. In case, the Principal Employer discontinues the exempted Security Guards due to expiry of agreement or due to any reason, in that case, the agency shall submit the details of such Principal Employers and the Security Guards to the Board within 7 days from such discontinuation. In such case the registration of the said Principal Employer shall stand cancelled. The agency shall also submit the details of Security Guards who have left the services due to any reason alongwith details of the Principal Employers to the Board and concerned Police Station within 7 (Seven) days. On receipt of the above details Board will cancel the registration of such exempted guards.

20. From the amount of the payment made by the Principal Employer to the Security Agency, the Security Guards will be paid at least an amount which has been fixed by the Board towards the wages and all the statutory benefits towards Provident Fund, E.S.I.C., Payment of Bonus, leave with wages, leave on national holidays etc. or the same shall be the amount equivalent to 56% of the gross payment made by the Principal Employer to the Security Agency, whichever is higher.

21. The Principal Employer will pay to the agency on a prorata basis for the reliever who would be relieving the Security Guard in case of his weekly off or the amount paid to the reliever shall be 10% of the basic wages, or whichever is higher.

22. The amounts of levy to be deposited to the Security Guards Board, the cost of training of the Security Guards, the cost of supervision, administration of profits of the agency the total cost of which will not exceed more than 30% of the total amount paid by the Principal Employer to the agency.

23. The Service Tax will be levied on the total mandatory cost mentioned herein above at the rate which is in force at any given point of time.

24. In addition to this uniform will be provided to the Security Guards. For this purpose an amount of 4% per annum should be delineate.

25. Wages of the Security Guards will be paid not later than 7th of every next month.

Breach of any of above conditions by the employer agency shall make employer agency liable for cancellation or revocation of the exemption granted under this notification.

It shall be the responsibility of the Principal Employer to see that the terms, conditions and rules are followed scrupulously and in case the agency fails to grant the benefits to the exempted Security Guards as per the conditions of Notification the Principal Employer will be held responsible to pay the same to the exempted Security Guards.

FORM 'A'

Quarterly Return to be filed by the Agency

Quarterly Return for the months

Date :

(January-March

April-June

July-September

October-December) :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial Number	Number and Address of the Principal Employer	Location of Security Guards deployed	Name and Category of the Guards
(1)	(2)	(3)	(4)

Authorised Signatory,

(Name and Designation).

FORM 'B'

Half Yearly Return to be submitted by Security Guards Agency

Period of Return : January to June/

Date :

July to December

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No.	Name and Address of Principal Employer	Total No. of Security Guards engaged Categorywise	No. of Security Guards who have left the Security Guards Agency Categorywise	Number of Security Guards Newly Recruited Categorywise
(1)	(2)	(3)	(4)	(5)

Authorised Signatory,

(Name and Designation).

FORM 'C'

Statement to be submitted to the Security Guards Board regarding disbursement of wages

Disbursement of wages for the month of :

Name and Address of the Principal Employer :

Name of the Bank (Branch and Address) :

Serial No.	Name of the Security Guard	No. and Date of the Cheque	Amount
(1)	(2)	(3)	(4)

Authorised Signatory,

(Name and Designation).

FORM 'D'

Annual Return to be submitted by Security Guards Agency

Period of Annual Return :

Date :

Name and Address of the Agency :

Notification No. and Date :

Registration No. of Agency with the Board :

Serial No.	Months (April to March)	Total No. of Security Guard engaged	Total Wages Paid to the Security Guard	The Wages on which the P.F. Contribution is deducted	3% Levy Submitted to Board
(1)	(2)	(3)	(4)	(5)	(6)

Authorised Signatory,

(Name and Designation).

By order and in the name of the Governor of Maharashtra,

S. D. DAGALE,

Section Officer.

१४०

 बुधवार, जून ४, २०१४/ज्येष्ठ १४, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरू चौक, मंत्रालय, मुंबई ४०० ०३२,
दिनांक ४ जून २०१४.

अधिसूचना

महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८.

क्रमांक एमएसए. ०२/२०१४/प्र.क्र. ४६/कामगार-१०.— महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ (सन १९४८ चा मुंबई एकोणऐंशी) (यात यापुढे ज्याचा “ उक्त अधिनियम ” असा उल्लेख करण्यात आलेला आहे.) याच्या कलम ४च्या परंतुकाद्वारे प्रदान करण्यात आलेल्या अधिकाराचा वापर करून, महाराष्ट्र शासन याद्वारे, उक्त अधिनियमाच्या अनुसूची दोन मध्ये खालीलप्रमाणे सुधारणा करीत आहे :—

उक्त अधिनियमाच्या अनुसूची दोन मधील क्रमांक “ ६५५ ” नंतर खालील नोंदीचा समावेश करण्यात येईल :—

“ ६५६ मे. अथेना रेस्टॉरंट अँड बार, मॉन रेपोस, उक्त अधिनियमाच्या कलम १९ मधून खालील शर्तीच्या अधीन राहून :—

तळमजला, बी-विंग, ४१/४४, मिनू देसाई
रोड, कुलाबा, मुंबई ४०० ००५.

- (१) सदर सूट ही शासन राजपत्रात अधिसूचना प्रसिद्ध झाल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीकरिता लागू राहील.
- (२) आस्थापना रात्री १-३० नंतर सुरू राहणार नाही.
- (३) प्रत्येक कर्मचार्यास त्याच्या वेतनातून कुठल्याही प्रकाराची कपात न करता आठवड्यातून एक दिवस भरपगारी सुट्टी देण्यात यावी व सुट्टीसंबंधीचे प्रत्येक महिन्याचे वेळापत्रक सूचनाफलकावर आगाऊ लावण्यात यावे.
- (४) प्रत्येक कर्मचार्यास सलग पाच तास काम केल्यावर एक तासाची विश्रांती देण्यात यावी.
- (५) आठवड्याच्या व इतर सुट्टीच्या दिवशी संमतीपत्र दिलेल्या कर्मचार्यांना कामावर ठेवण्यात यावे.
- (६) कर्मचार्यास दररोज ९ तास किंवा आठवड्यामध्ये ४८ तासांपेक्षा जास्त काम करणे आवश्यक असणार नाही व दररोजच्या कामाची व्याप्ती ११ तासांपेक्षा जास्त असणार नाही.

- (७) प्रत्येक कर्मचाऱ्यास आस्थापनेकडून कलम २५ नुसार ओळखपत्र देण्यात यावे.
- (८) आस्थापना बंद करण्याच्या वेळेतून सूट देण्यात येत असल्याने वाढीव कामासाठी नवीन कर्मचारी नियुक्त केले जावेत.
- (९) महिला कर्मचाऱ्यांसाठी कामाच्या ठिकाणी स्वतंत्र लॉकर, सुरक्षा व विश्रांतीगृह यांची व्यवस्था करण्यात यावी.
- (१०) आस्थापनेत महिला लैंगिक छळवाद प्रतिबंध करण्यासाठी तक्रार निवारण समिती स्थापन करण्यात यावी.
- (११) सदरहू सूट ही संमतीपत्र दिलेल्या कामगारांपुरतीच मर्यादित राहिल.
- (१२) कोणत्याही कर्मचाऱ्यास त्याच्या अतिकालिक कामाबद्दल कलम ६३ मध्ये विहित केलेल्या दराने अधिक वेतन देण्यात यावे.
- (१३) कर्मचाऱ्यांना राष्ट्रीय व सणाच्या सुट्ट्या वेतनासह देण्यात याव्यात.
- (१४) सदर सूट ही महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ पुरतीच मर्यादित आहे.
- (१५) वरील अटी व शर्तीव्यतिरिक्त अधिनियमातील इतर तरतुदी आस्थापनेस यथास्थिती लागू राहतील.
- (१६) वरीलपैकी कोणत्याही अटीचा व शर्तीचा भंग झाल्यास सूट आपोआप रद्द होईल. ”

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

अ. म. बाविस्कर,
कार्यासन अधिकारी.

In pursuance of clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. MSA.02/2014/CR-46/Lab-10, dated the 4th June 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

BALASAHEB KOLASE,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya,
Mumbai 400 032, dated the 4th June 2014.

NOTIFICATION

MAHARASHTRA SHOPS AND ESTABLISHMENTS ACT, 1948.

No. MSA.02/2014/CR-46/Lab-10.— In exercise of the powers conferred by the proviso to section 4 of the Maharashtra Shops and Establishments Act, 1948 (Bom. LXXIX of 1948) (hereinafter referred to as the said Act) the Government of Maharashtra hereby amends Schedule II of the said Act as follows, namely :—

In Schedule II of the said Act, after entry “ 655 ” the following Entry shall be added, namely :—

“ 656 M/s. Athena Restaurant and Bar, Mon Repos, Ground Floor, B-Wing, 41/44, Minoo Desai Road, Colaba, Mumbai 400 005.

Section 19 subject to the following conditions :—

- (1) This exemption shall remain in operation for the period of three years from the date of notification published in the *Government Gazette*.
- (2) The establishment shall not remain open on any day later than 1-30 a.m.
- (3) Every employee shall be given one day holiday in a week without making any deductions from his/her wages on account thereof and list of the time table of such holidays for a month shall be placed on the notice board in advance.
- (4) Every employee shall be given a rest period of one hour after 5 hours of continuous work.
- (5) The employees, who have given their consent be only placed on the day of weekly holiday or other holiday.
- (6) No employee shall be required to work for more than 9 hours in a day or 48 hours in a week. The spread over of an employee shall not exceed 11 hours in a day.
- (7) Every employee shall be provided Identity Card, according to the section 25.

- (8) As the exemption is given from the closing time of the establishment new staff shall be appointed for extended work.
- (9) Female employees shall be provided separate lockers, security and rest rooms at the work place.
- (10) Complaint redressal committee against sexual harassment of women should be established.
- (11) This exemption is limited to the employees who have given their consent.
- (12) The employees shall be entitled to overtime wages in accordance with section 63 of the said Act.
- (13) Employees shall be given national and festival holidays with wages.
- (14) This exemption is related only to Bombay Shops and Establishments Act, 1948.
- (15) In spite of these terms and conditions, all the provisions of this Act shall be applicable to the establishment duly.
- (16) In case of violation of any of the above terms and conditions, the exemption shall stand cancelled automatically.”

By order and in the name of the Governor of Maharashtra,

A. M. BAWISKAR,
Section Officer.